

MEMORANDUM OF UNDERSTANDING

City of Glendale and International Brotherhood of Electrical Workers, Local 18



Four Year Agreement

July 1, 2015 - June 30, 2019



RESOLUTION NO. 15-130

**A RESOLUTION OF THE CITY OF GLENDALE APPROVING
AND ADOPTING A FOUR YEAR MEMORANDUM
OF UNDERSTANDING BETWEEN THE CITY OF GLENDALE AND
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW)
LOCAL 18 UNION
COMMENCING ON JULY 1, 2015 AND TERMINATING AFTER JUNE 30, 2019.**

WHEREAS, the City of Glendale (hereinafter referred to as "City") and the International Brotherhood of Electrical Workers (IBEW), Local 18 Union (hereinafter referred to as "Union") have met and conferred over wages, hours, terms and conditions of employment pursuant to Government Code 3500, as amended; and

WHEREAS, the City and the Union have agreed to the terms of a Memorandum of Understanding for a period of four years, commencing on July 1, 2015 and terminating after June 30, 2019.

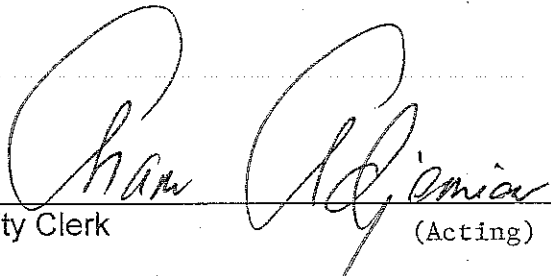
**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY
OF GLENDALE:**

Section 1. The City does hereby approve, ratify, and authorize the implementation of each economic and non-economic benefit and right set forth in the Memorandum of Understanding between the City and Union, attached as Exhibit "1" to the Report to Council dated July 21, 2015 and incorporated herein by this reference, and said economic and non-economic benefits and rights shall be implemented to the extent the City may legally do so in accordance with the time constraints of said Memorandum of Understanding. The Director of Human Resources is authorized to make minor clerical and other minor language clarifications to the MOU so long as such changes do not in any manner change the economic or non-economic benefits and rights of the parties.

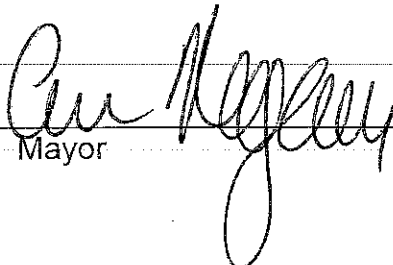
Section 2. The City Council further authorizes the City Manager and Director of Human Resources to negotiate and implement amendments to this Memorandum of Understanding affecting wages, hours, terms and conditions of employment subject to prior approval by the City Council.

Section 3. Any provision set forth in said Memorandum of Understanding which is inconsistent with any provision of the Municipal Code shall prevail and supersede the inconsistent provisions of the code.

Adopted this 21st day of July, 2015.



City Clerk (Acting)

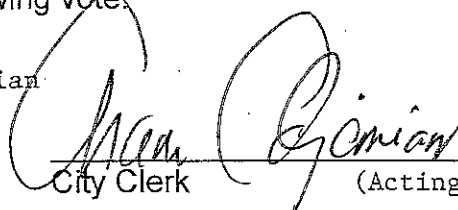


Mayor

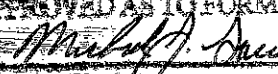
STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

I, Ardashes Kassakhian, City Clerk of the City of Glendale, certify that the foregoing resolution was adopted by the Council of the City of Glendale, California, at a regular meeting held on the 21st day of July, 2015, and that the same was adopted by the following vote:

Ayes: Devine, Friedman, Charpetian, Najarian
Noes: None
Absent: Sinanyan



City Clerk (Acting)

APPROVED AS TO FORM


DATE 7/16/15

CITY OF GLENDALE

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL 18 – UNIT 40

MEMORANDUM OF UNDERSTANDING

FOUR-YEAR AGREEMENT

JULY 1, 2015 – JUNE 30, 2019

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ARTICLE ONE

I. PARTIES TO MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein referred to as "MOU"). has been executed by representatives of the City of Glendale (hereinafter referred to as "City") on behalf of the City Manager and by representatives of the International Brotherhood of Electrical Workers Local 18 - Unit 40 (hereinafter referred to as "Union").

II. GENDER

The terms "they" and "their" may be used in this MOU as substitutes for the terms "his", "hers", "his/her", "he", "she", or other terms which would indicate masculine or feminine gender.

III. RECOGNITION

A. INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 18 - UNIT 40 – RECOGNIZED EMPLOYEE ORGANIZATION

The City recognizes the International Brotherhood of Electrical Workers Local 18 - Unit 40 as the exclusive recognized employee organization on behalf of all full-time salaried non-management and non-mid-management electrical, power and water field operations employees of Glendale Water and Power as set forth in Appendix "A".

B. Exclusions

Those classifications and positions excluded include employees designated as confidential, executive, management, mid-management, or hourly.

C. Classifications Recognized

Specific classifications recognized by the City of Glendale being represented by the International Brotherhood of Electrical Workers Local 18 - Unit 40 are listed in Appendix "A" of this Agreement.

D. Non-Discrimination Clause

The provisions of this Agreement shall be applied equally to all unit employees without unlawful discrimination as to age, sex, marital status, race, color, ancestry, religious creed, physical handicap, national origin, or political affiliation. Any violation of this provision by the City shall be subject to immediate correction; any violation by the Union shall also be subject to immediate correction.

The parties mutually recognize and agree to protect those unit employee rights granted by the City of Glendale and applicable State and Federal laws.

IV. COMMITMENT TO EQUAL EMPLOYMENT OPPORTUNITY/VALUING DIVERSITY

The City and the Union are committed to working together to support a work environment characterized by fair treatment and access to equal opportunities for all protected groups under the law.

The City and the Union further agree to support encourage, nurture and value the cultural, ethnic and gender diversity of our City's workforce.

V. CONTINUITY OF SERVICE TO THE PUBLIC AND MUTUAL PLEDGE OF ACCORD

The Glendale Water and Power Department is engaged in public services requiring continuous operations that are necessary to maintain the health and safety of the Department's customers. The obligation to maintain these public services is imposed upon both the Department and the Union during the term of this MOU .

Inherent in the relationship between the Department and its employees is the obligation of the Department to deal justly and fairly with its employees and of the employees to cooperate with their fellow employees and the Department in the performance of their public service obligation.

In the interest of promoting and ensuring harmonious relations between the City and its employees, authorized representatives of the City and the Union have met and conferred in good faith, exchanging various proposals concerning wages and other terms and conditions of employment of the employees.

VI. UNION AND EMPLOYEE RIGHTS AND RESPONSIBILITIES**A. Union and Employee Rights**

The City and the Union shall comply with the provisions of the Meyers-Milias-Brown Act (MMBA) or any subsequent State law governing meet and confer rights of employee organizations. The parties further agree that during the term of this Memorandum of Understanding, each party shall retain those rights respectively vested by local, state and federal law which cannot otherwise be waived by this Agreement.

B. Payroll Deduction

The City shall, during the term of this Agreement, deduct monies for membership dues and insurance premiums on a monthly basis from unit employees whose classification and position are recognized to be represented by the Union and who voluntarily authorize the deduction in writing, on forms approved by the City. The City shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing thirty (30) days after receiving the request. The City shall remit the monies from authorized deductions made in accordance with procedures set forth by the City.

The City shall deduct and remit twice per month to the Union (at each payroll, when the City converts to bi-weekly payroll just the first two pay periods of each month), dues required of such employees as certified by a duly authorized representative of the Union, provided such deduction is authorized in writing by the individual employee. Such deduction shall continue unless written notice of cancellation is given to the City.

The deduction authorization cancellation form shall be mutually agreed to by the parties and shall be processed by the City to be effective on the ending of the first complete pay period following April 1 of each calendar year. A copy of the processed cancellation forms shall be forwarded to the Union.

The City shall have no liability to collect Union dues for any month in which the employee, in his/her last full pay period, receives, after legal deductions, pay less than the amount of such dues.

C. Changes to Payroll Distribution

1. The Union agrees to changes to the payroll distribution as follows: when the City is prepared to make the adjustment, payday shall move from the sixth (6th) and twenty-first (21st) of each month to the twelfth (12th) and twenty-seventh (27th) of each month to provide six (6) additional calendar days from the close of payroll to payroll distribution. The City agrees to provide the Union with at least sixty (60) days' notice of this change to the pay day.
2. Additionally, when the City is prepared to make the adjustment, payday shall further be changed from a semi-monthly distribution to a bi-weekly distribution, with the distribution of paychecks occurring every other Thursday. Under the bi-weekly distribution, the pay period shall occur every two weeks, commencing the first (1st) Sunday and concluding on the second (2nd) Saturday of the pay period, with payroll distribution occurring the second (2nd) Thursday following the close of the pay period. The City and the Union agree that they will meet to discuss and resolve any issues which arise out of the changes to the payroll distribution.

D. Agency Shop

1. Each employee in the bargaining unit shall be required, as a condition of continued employment with Glendale Water and Power Department, to become a member of the Union or to pay to the Union an agency fee in an amount not to exceed the initiation fees, dues and assessments paid by members of the Union.
2. The City shall deduct from the pay of such employee either union dues, fees and assessments or the agency fee (i.e., the amount certified by the Union to be the

periodic dues, fees and assessments for Union membership). Such deduction shall be made in each pay period (when the City converts to bi-weekly payroll just the first two pay periods of each month) in the amount established by the Union.

3. The amount of dues or agency fee deducted from an employee's paycheck will be calculated by the City on the basis of information provided by the Union concerning its fees, dues and assessment requirements.
4. On the first day of each month, the City shall transmit by check, electronic fund transfer or other electronic means mutually agreeable to the parties the total amount of all dues or agency fees deducted from employee paychecks in the previous month.
5. In accordance with Government Code Section 3502.5(f), the Union is required to keep an adequate record of its financial transactions and shall make available annually to the City and the employees who are members of the Union, within 60 days after the end of the fiscal year, the financial records specifically identified in Government Code section 3505.2(f).
6. For any employee who pays dues or agency fees directly to the Union, the Union will refund the dues or agency fee amounts deducted from the employee's paycheck to the Employer.
7. This agency shop provision shall remain in full force and effect as long as the Union is the recognized bargaining representative of those classifications identified in Appendix A, notwithstanding the expiration of this MOU, unless rescinded by a majority vote of all employees in the bargaining unit as provided in Government Code section 3502.5(d).
8. Any employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the Union as a condition of employment. The employee may be required, in lieu of periodic union dues, initiation fees, or agency shop fees, to pay sums equal to the dues, initiation fees, or agency shop fees to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, under the following terms.
 - a. Upon receipt of a request for conscientious objector status, the Union shall determine whether or not an employee qualifies for such conscientious objector status and will notify the City accordingly.
 - b. Upon the Union's notification that an employee qualifies for

conscientious objector status, the City will deduct an amount equivalent to the agency fee from the employee's paycheck and remit that amount to a charity chosen by the employee from the a list approved by the City and the Union.

- c. The City and the Union hereby designated the following list of non-religious, non-labor charitable funds exempt from taxation under the Internal Revenue Code from which the employee may choose:

YMCA –Glendale;

Doors of Hope; and

The American Legion.

C. Indemnification

The Union agrees to hold City harmless and indemnify the City against any claim, causes of action, or lawsuits arising out of the deduction or transmittal of such funds to the Union, except the failure of the City to transmit monies legally deducted from employees pursuant to this article to the Union.

D. Payroll Direct Deposit Program

All unit employees hired on or after October 1, 2003 are required to participate in the City's payroll direct deposit program.

E. Notification

Management will provide the Union with the name, home address, and employee number of each permanent employee.

The Department shall notify the organization within sixty (60) calendar days of any employee who, because of a change in employment status, is no longer a member of the representation unit or subject to the provisions of this article.

VI. UNION RIGHTS AND RESPONSIBILITIES

A. Union Representation Responsibilities

The Union agrees and shall assume its responsibilities as recognized designated representative to represent all unit employees without discrimination, interference, restraint, or coercion, and to comply with exclusive representation responsibilities as set forth by applicable state and federal laws.

B. Union Access

Duly authorized representatives of the Union, including IBEW Local 18 – Unit 40 stewards and officers, shall have access to Department facilities during working hours for the purpose of observing working and safety conditions, and investigating grievances, provided that the employees are not interfered with in their work. The business representatives of IBEW Local 18 – Unit 40 shall be afforded these privileges to access City work facilities during the hours employees are working with prior notification and approval by GWP management. Such privileges shall not be unreasonably denied. Prior notification is required to GWP Management to meet with employees at the facilities outside of work hours. However, approval is not necessary since employees are not on work hours.

The City shall notify the Union when a new unit employee is hired and allow for a meeting with Union representatives for the purpose of informing such unit employee of their scope of representation and benefits available to the unit employee.

C. Union Release Time**1. Time off for meeting and conferring**

- a. The City and Union recognize that it is of benefit both to the City and Union that representatives designated by the Union to serve as the Union negotiating committee be granted leave from duty with full pay during scheduled working hours to participate in meet and confer sessions as requested by the City.
- b. The Union negotiating committee shall be allowed release time as approved by management in order to prepare for meet and confer sessions required for subsequent new Memorandums of Understanding.
- c. Individual negotiating committee members shall give management as much advance notice as possible about the dates, times, and duration of the requested release time.
- d. Unless otherwise agreed to by both parties, the negotiating team for the Union shall not exceed ten (10) members.
- e. Full pay, as stated, shall mean the employee's current base salary, fringe benefits, and any assigned bonus.
- f. Each party shall provide the other a list of representatives at least two weeks prior to the date set for meeting and conferring unless both parties agree such notice is impractical.

2. Release Time - Representation

- a. Release time from their assigned duties for on-duty Union Officers and Stewards or other unit employees for all other representation issues may be granted by Management with at least 24 hour prior notification to a supervisor, unless an emergency situation occurs which prevents such prior notification.
- b. In these emergency situations the affected employee must notify a supervisor as soon as possible.
- c. When permission is requested in order to process a grievance,, denial of permission to speak to employees, or perform any of the other duties of the shop steward shall automatically constitute an extension of the limits of the Grievance Procedure, equal to the amount of the delay. If the employee(s) cannot be made available, the shop steward shall be immediately informed when the employee(s) will be made available.

3. Limitations

The Union, its officers, representatives, and/or members shall conduct all other Union business during non-work hours off City premises.

D. Release Time for Union Business**Scheduled Meetings:**

Employees who are members of the Union's committees, Unit 40 of the Union, or Joint committees of the Union and the City, will be allowed time off without loss of pay from regular scheduled work to attend any scheduled meeting with the City representatives. In the event such meetings extend beyond the usual working hours, no compensation shall be paid by the City for time outside of regular working hours and working days. In the event a committee member is a shift worker, the City will make every practicable effort to adjust the employee's schedule to permit meeting attendance during working hours.

In addition, an aggregate of fifty (50) hours per fiscal year shall be available for use by the unit chairman or his designees subject to the following conditions:

The hours shall be utilized to attend meetings or conventions held by labor or utility-oriented organizations and/or seminars or classes on labor or utility-related subjects.

Use of any part of the fifty (50) hours will be cleared through the office of the General Manager of GWP with workforce availability being the only additional criterion utilized.

The hours utilized shall be charged against a specific job number to be established by

the Glendale Water and Power Department. This job number will be recorded on timesheets when any part of the fifty (50) hours is utilized.

E. Bulletin Board

Bulletin boards shall be furnished by the City for the use of the Union at each reporting location. The following types of notices, provided they are not of a political or commercial nature, may be posted after they are signed by the Officer or Representative of the Union: (1) Notices of recreational or social affairs of the Union; (2) Notices of Union elections and appointments, and (3) Notices of business meetings of the Union.

F. Shop Stewards

The Union shall have the right to appoint shop steward(s) at each work location. If the Union desires to appoint additional shop stewards, it shall notify the Department of the name(s) of the shop steward(s) and the location(s) where the shop steward(s) will serve. The number of shop stewards shall not exceed fifteen (15). The locations of such additional shop stewards shall require mutual agreement between the parties.

Shop stewards shall request of their supervisor and be given reasonable time, consistent with the operational needs of the department, during work hours to investigate and process specified grievances and to attend grievance meetings.

Shop stewards shall request of their supervisor and be given reasonable time, consistent with the operational needs of the department, during work hours to investigate other specified complaints arising out of the interpretation or application of this MOU in order to more effectively resolve problems that could become grievances.

As indicated below, the shop steward shall be permitted to be present during investigatory interviews involving a unit employee. An investigatory interview occurs when a supervisor questions an employee to obtain information which could reasonably be used as a basis for discipline. If an employee has a reasonable belief that discipline or other adverse consequences may result from what he or she says, the employee has a right to request union representation.

In speaking to employees on the job, the shop steward, on entering a work location, shall inform the supervisor of the steward's desire to talk to an employee or group of employees concerning a specified complaint or grievance. Permission to leave the job will be granted promptly to the employee(s) involved unless such absence **Error! Bookmark not defined.** would cause an undue interruption of work. When permission is requested in order to process a grievance, denial of permission to speak to employees, or perform any of the other duties of the shop steward shall automatically constitute an extension of the limits of the Grievance Procedure, equal to the amount of the delay. If the employee(s) cannot be made available, the shop steward shall be immediately informed when the employee(s) will be made available.

VII. MANAGEMENT RIGHTS AND RESPONSIBILITIES**A. Management Rights**

The City maintains the following management rights:

1. To manage the City and to determine policies and procedures and the right to manage the affairs of the City.
2. To determine the necessity, organization, implementation and the extent of services to be provided as well as the termination of any service or activity conducted by the City.
3. To determine methods of financing.
4. To determine quality, quantity, and types of equipment or technology to be used.
5. To assign work to and schedule employees.
6. To lay off employees of the City from duties because of lack of work or funds.
7. To direct, select, hire, employees and to discipline employees for cause.
8. To determine qualifications, skills, abilities, knowledge, selection procedures (subject to the requirements of the Civil Service Rules and Regulations) and standards for job classifications.
9. To establish employee performance standards.

B. Impact of Management Rights

The City agrees to meet and confer with the Union, except in emergencies as defined elsewhere in this Agreement, over the exercise of a management right which significantly and directly impacts upon the wages, hours, and terms and conditions of employment of a significant number of unit employees, unless remedies for the impact consequences of the exercise of a management right upon unit employees are provided for in this Agreement, Civil Service Rules and Regulations, or Glendale Water & Power Rules and Regulations.

VIII. CONTRACTING OUT**A. Purpose**

The City reserves the right to determine the appropriate levels of staffing of IBEW represented employees. The City shall meet and consult with the IBEW on any plan to contract out for services currently provided by the affected employees. It shall be the policy of the City not to contract out bargaining unit work with the following exceptions:

1. Contracts for emergencies;
2. Contracts for expertise or proprietary equipment;
3. Contracts for rental equipment that includes operators;
4. Contracts for short-term scope and duration;
5. Contracts for tree trimming, and work performed on all City facilities not under the control of Glendale Water and Power;
6. Services or functions currently provided by existing contracts.

The parties further agree:

1. All outside contractors shall be required to pay prevailing wages on contracts of \$300.00 and above;
2. All outside contractors will be required to adhere to all GWP safety rules;
3. In no event shall bargaining unit work be contracted out if it results in layoff or demotion of any permanent IBEW represented employee.

IX. NO STRIKE / JOB ACTION PROVISION

In consideration of the mutual desire of the parties to promote and ensure harmonious relations and in consideration of the Mutual Pledge of Accord, the City agrees that there shall be no lockout or the equivalent of members of the Union, and the Union and its members agree that there shall be no strike or other concerted action (including, but not limited to work slowdowns, blue flu or other actions which cause employees to not perform their job during work hours to their full capacity) resulting in the withholding of service by the members during the term of this MOU and through the completion of the labor negotiations (the parties acknowledge that either party can declare impasse and that doing so will constitute the completion of labor negotiations and the Union is no longer limited by this provision). Should such a strike or action by Union members occur, the Union shall immediately instruct its members to return to work. If they do not report to work immediately upon instructions of the Union, they shall be deemed to have forfeited their jobs without recourse of any kind against the City or the Union. The curtailing of operations by the City in whole or part for legitimate operational or economic reasons shall not be construed as a lockout.

The provisions of this section shall not detract in any way from any restrictions imposed by law on strikes and other types of work stoppages by public employees. The Union agrees that should the aforementioned legal restrictions on strikes and work stoppages be removed, the provisions of this article shall remain in effect. The City agrees that the enactment of more stringent laws regarding Union activities shall likewise not affect the terms of this section.

A. Union Responsibilities

In the event that the Union, its officers, agents, representatives, and/or members engage in any of the conduct prohibited in the no strike provision above, the Union shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU, and they must immediately cease engaging in such conduct and return to work.

X. BI-MONTHLY MEETING - CITY- INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 18 - UNIT 40

The parties agree that the operations of the GWP are benefited by means of conducting bi-monthly meetings whereby the Union and Management have an opportunity to exchange ideas and concerns regarding operational and safety issues. However, the parties understand that situations may arise where it is reasonable and appropriate to cancel any particular meeting.

In addition to being represented at these meetings by Union Business Representatives, a reasonable number of Union members shall be authorized to attend. These members shall be selected in accordance with Local 18, IBEW bylaws. The meetings shall be attended by three representatives for each party. However, the parties recognize and agree that additional representatives may be appropriate depending upon particular items on the agenda.

Not less than one week prior to each meeting, co-chairs from both Labor and Management shall discuss topics and prepare a mutually agreed upon agenda.

The meetings are not intended to replace the meet and confer process. Accordingly, management and labor each reserve the right to veto any proposed agenda item which is subject to the formal meet and confer process. Rather, the purpose of the meetings is to provide a forum for the exchange of ideas regarding operational safety issues that reasonably lend themselves to resolution without engaging the formal meet and confer process.

The meetings shall be memorialized by minutes which upon acceptance and approval of the committee shall be posted on Union bulletin boards for viewing.

ARTICLE TWO**SALARIES AND COMPENSATION**

I. SALARY ADJUSTMENTS**A. July 16, 2015**

Effective with the pay period which begins on July 16, 2015, the base salaries for all members of the bargaining unit shall be increased by four (4%) percent. The four percent was derived at as follows:

1. One percent (1%) as a cost of living adjustment.
2. Three percent (3%) because the employees will be paying (effective January 1, 2016) an additional two and one half percent (2.5%) (for a total of three percent 3% since they previously paid one half percent) cost sharing (per Government Code section 20516(f)) towards the City's employer CalPERS retirement rate. The parties agree that this three percent (3%) base salary increase shall not be included as part of the base salary for purposes of future salary surveys including, but not limited to, the surveys below in 2017 and 2018.

B. July 1, 2016

Effective with the pay period which begins on July 1, 2016, a new Step 10 (which is five and one half percent (5.5%) above the current Step 9 will be added to the salary schedule. Unit members will become eligible for advancement to Step 10 if they have been at Step 9 for at least one (1) year and have received a "meets standard" or above performance evaluation.

C. July 1, 2017

Effective with the pay period which begins on July 1, 2017, the base salaries of all members of the bargaining unit shall be increased based on a salary survey of comparable bargaining unit benchmark classifications from Burbank and Pasadena effective on July 1, 2017.

The parties will meet and confer following the approval of this MOU to reach an agreement on both the benchmark classifications as well as which of the remaining classifications are internally related to each benchmark. Every classification in the bargaining unit which is not a benchmark will be adjusted according to this survey in the same manner in which the benchmark classification to which it is internally related is adjusted. For a classification to be a benchmark classification, the parties must agree that there is a comparable classification (i.e., a classification whose salary will be used for the survey) at both Pasadena and Burbank. If there is not a comparable at both agencies, the classification will not be a benchmark and will thus be internally related to one of the other benchmark classifications.

A mean average of the survey will be studied and depending upon the results, classifications which are:

- a. 0.5 - 4.99% below the mean will receive a 1.00% base salary increase.
- b. 5.0 - 7.49% below the mean will receive a 1.50% base salary increase.
- c. 7.5 - 9.99% below the mean will receive a 1.75% base salary increase.
- d. 10% plus below the mean will receive a 2.00% base salary increase.

D. July 1, 2018

Effective with the pay period which begins on July 1, 2018, the base salaries of all members of the bargaining unit shall be increased based on a salary survey of comparable bargaining unit benchmark classifications from Burbank and Pasadena effective on July 1, 2018.

The parties will meet and confer following the approval of this MOU to reach an agreement on both the benchmark classifications as well as which of the remaining classifications are internally related to each benchmark. Every classification in the bargaining unit which is not a benchmark will be adjusted according to this survey in the same manner in which the benchmark classification to which it is internally related is adjusted. For a classification to be a benchmark classification, the parties must agree that there is a comparable classification (i.e., a classification whose salary will be used for the survey) at both Pasadena and Burbank. If there is not a comparable at both agencies, the classification will not be a benchmark and will thus be internally related to one of the other benchmark classifications.

A mean average of the survey will be studied and depending upon the results, classifications which are:

- a. 0.5 - 4.99% below the mean will receive a 1.00% base salary increase.
- b. 5.0 - 7.49% below the mean will receive a 1.50% base salary increase.
- c. 7.5 - 9.99% below the mean will receive a 1.75% base salary increase.
- d. 10% plus below the mean will receive a 2.00% base salary increase.

III. SALARIES ROUNDED OFF

All salaries shall be rounded to the nearest whole dollar.

IV. DEFERRED COMPENSATION

A. 457 Deferred Compensation Program

The City administers a 457 deferred compensation program for all unit employees,

which enables the employee to set aside salaried funds up to the maximum dollar figure allowed under federal law.

B. Salary Comparisons

It is understood and agreed that this City-paid deferred compensation shall be included in all salary and compensation comparisons.

V. APPRENTICESHIP SALARY SCHEDULES

A. Salary Schedule

All apprenticeship classifications shall be paid a salary schedule as set forth in the classification and compensation resolution effective at the completion of these labor negotiations.

B. Relationship to Journey Classifications

The Apprenticeship Classifications have their salaries set in relationship to journey classes as follows:

<u>Apprenticeship Classification</u>	<u>Journey Classifications</u>
Electrical Line Mechanic Apprentice	Top Step-85% of Step 9 of Base Salary of Electrical Line Mechanic
Power Plant Mechanic Apprentice	Top Step-85% of Step 9 of Base Salary of Power Plant Mechanic
Power Plant Control Operator Apprentice	Top Step-85% of Step 9 of Base Salary of Power Plant Control Operator
Station Electrician / Operator Apprentice	Top Step-85% of Step 9 of Base Salary of Station Electrician/ Operator
Water System Apprentice	Top Step-85% of Step 9 of Base Salary of Water System Mechanic

VI. STEP ADVANCEMENT IN RATE OF COMPENSATION**A. Salary Steps**

1. **Step 1** - shall be entry step for new unit employees in all classifications in this unit.
2. **Step 2** - A unit employee who receives an evaluation that meets or exceeds standards should receive this step after the completion of six (6) months of service in Step 1 in the same classification.
3. **Step 3** - A unit employee who receives an evaluation that meets or exceeds standards should receive this step after the completion of one (1) year of service in Step 2 in the same classification.
4. **Step 4** - A unit employee who receives an evaluation that meets or exceeds standards should receive this step after the completion of one (1) year of service in Step 3 in the same classification.
5. **Step 5** - A unit employee who receives an evaluation that meets or exceeds standards should receive this step after the completion of one (1) year of service in Step 4 in the same classification.
6. **Step 6** - A unit employee who receives an evaluation that meets or exceeds standards should receive this step after the completion of one (1) year of service in Step 5 in the same classification.
7. **Step 7** - A unit employee who receives an evaluation that meets or exceeds standards should receive this step after the completion of one (1) year of service in Step 6 in the same classification.
8. **Step 8** - A unit employee who receives an evaluation that meets or exceeds standards should receive this step after the completion of one (1) year of service in Step 7 in the same classification.
9. **Step 9** - A unit employee who receives an evaluation that meets or exceeds standards should receive this step after the completion of one (1) year of service in Step 8 in the same classification.
10. **Step 10** - A unit employee who receives an evaluation that meets or exceeds standards should receive this step after the completion of one (1) year of service in Step 9 in the same classification. Step 10 will become effective on July 1, 2016 and employees will be eligible to move to Step 10 on that date.
11. **Below Standards Evaluation** - A unit employee who receives an evaluation that is below standards shall not be advanced to the next step until they receive an

evaluation that meets or exceeds standards of performance. Unit employees so affected shall be reevaluated within ninety (90) days. Any employee denied a step increase shall be notified in writing of reasons for denial.

11. Right to Hire and Appoint Above Step 1

The City reserves the right to hire and appoint a new or promoted employee at a salary step above Step 1.

12. Step Advancement - Apprenticeship Classifications

Step advancement for unit employees holding Apprenticeship classifications, as listed in VI - B above, shall be determined by the respective Apprenticeship Committee, in compliance with the State-certified Apprenticeship Standards.

B. Effective Date of Step Increases and Extra Compensation

All step increases and extra compensation shall be made effective at the start of the next regular pay period.

C. Y-Rating

1. When a personnel action, such as a demotion due to layoff, reallocation, or reclassification, or job rehabilitation results in the lowering of the incumbent unit employee's salary range, the affected incumbent's salary may be "Y-rated" by the City.
2. "Y-rated" shall mean the maintenance of the incumbent employee's salary rate at the level effective the day preceding the effective date of the personnel action in lieu of placing the employee in a lower salary range.
3. If "Y-rated", the employee's base salary shall remain at the same level until the salary range of the new classification equals or exceeds the Y-rated salary.
4. Those unit employees on a job rehabilitation shall be Y-rated upon written agreement and mutual consent between the affected employee and the City.

D. Base Salary

Base salary shall mean only the assigned salary to any unit classification exclusive of any other type or form of compensation.

E. Extra Pay / Compensation

Extra pay shall be defined as compensation above the unit employee's base salary for special assignments, differentials, and bonuses

VII. ELECTRIC STATION/OPERATOR BASE WAGE DIFFERENTIAL

The base salary for the classifications of Station Electrician/Operator Apprentice, Station Electrician/Operator, and Station Electrician/Operator Supervisor I shall maintain a differential of no more than six percent (6%) of the base salary of the corresponding classifications within the Electrical Line Mechanic classification series.

VIII. SUPERVISOR ASSIGNMENT PAY - POWER PLANT**A. Assignment**

Employees in the classifications of Power Plant Control Operator, Power Plant Mechanic, Power Plant Technician, Senior Power Plant Mechanic and Senior Power Plant Technician who are assigned by management to fill in for Power Plant Shift Supervisors, Power Plant Mechanic Supervisors or Instrument and Control Supervisors on a temporary basis, shall receive extra compensation. The City's intent will be to first assign senior level employees as acting supervisors, but ultimately, the City retains the discretion to assign any of the employees identified in this paragraph as an acting supervisor if they meet the minimum qualifications as a supervisor. Assignments will be made in a fair and equitable manner.

B. Compensation

This extra compensation shall be in the amount of \$1.40 per hour above their base hourly rate for each hour worked in said assignment. This extra compensation shall be adjusted by the same annual percentage salary range adjustment granted to the classification of Power Plant Control Operator Power Plant Mechanic and Power Plant Technician as set forth in this article.

C. Limitations

This extra compensation shall be paid only during those periods or portions thereof when such employees are actually assigned to the supervisory duties. Such unit employees shall not be eligible for any acting pay compensation as set forth in this article, while also receiving this assignment pay.

IX. FORTY-TWO (42) HOUR WORK WEEK - ASSIGNMENT PAY - GLENDALE WATER & POWER EMPLOYEE**A. Assignment**

The General Manager of Glendale Water & Power, with the approval of the City Manager, may assign employees in Glendale Water & Power to work schedules, under which each employee works, forty-two (42) working hours per week; in which event the work time so scheduled shall be considered the regular employment work schedule.

B. 42-Hour Work Week Assignment Pay**1. Compensation - Holiday-In-Lieu Pay: Glendale Water & Power**

- a. During such time as an employee is scheduled to work a 42 hour work week assignment as provided in this section, the employee shall receive a thirteen percent (13%) assignment pay above the base salary rate otherwise applicable to the classification as sole and entire compensation paid for the extra two (2) hours of overtime worked in each workweek at an overtime pay rate of time-and-a-half the regular rate of pay. This thirteen percent (13%) assignment pay for the 42-hour work week does not preclude overtime payment for hours worked in excess of the 42-hour work week schedule as defined in this MOU. The parties agree and acknowledge that since the 13% pay exceeds the cost of the additional two hours of overtime and is intended to substitute for the overtime pay, the parties believe this agreement complies with and actually exceeds the requirements of the FLSA for these two hours.

X. WATER STAND-BY ASSIGNMENT PAY**A. Assignment**

1. Unit employees of the GWP - Water Division assigned to Water Stand-By duties acknowledge and agree to provide year-round "stand-by" coverage.
2. Year-round standby coverage is limited to the hours between 4:00 p.m. to 6:30 a.m., as well as weekends, holidays and the employees' 9/80 day off.
3. Coverage to be distributed on an equitable basis, as approved by the General Manager or Assistant General Manager/Water..
4. Stand-by coverage shall include, but is not limited to providing year-round stand-by coverage including equitable distribution of vacations, sick leave, and all other leaves.

B. Compensation - Stand-By Assignment Pay

Effective with the pay period which begins on July 16, 2015, unit employees of the Water Division assigned to Water Stand-By duties, including, but not limited to employees in the Water System Mechanic and Water Facilities Operation series, shall receive an assignment pay of six hundred fifty dollars (\$650.00) per month over their base salary in lieu of any other stand-by assignment pay for this classification.

XI. STANDBY ELECTRIC CREWS

Effective with the pay period which begins on July 16, 2015, unit employees assigned to an off duty standby assignment in the electric crews (this excludes the Water Division and Water Facilities Operations Employees) shall be paid thirty five percent (35%) of their regular hourly rate during the hours between the end of the normal field work schedule and the start of the next normal field work schedule

A. Stand-by Crew – Line Mechanic Crew

A stand-by crew shall provide coverage on a daily basis. The stand-by crew shall be comprised of a minimum of:

- (1) Electrical Line Mechanic Supervisor I
- (1) Electrical Line Mechanic
- (1) Electrical Line Mechanic Apprentice

XII. Stand-by Assignment Limitations**A. Limitations**

Eligible unit employees shall receive standby pay only for those hours on standby assignment duty and shall not receive standby pay for any overtime worked during those assigned standby hours.

B. Non-Work Time

It is understood that such time on standby assignment is non-work time for the purposes of determining overtime compensation.

C. Full and Entire Compensation

Except as otherwise provided for in this article, this compensation shall represent full and entire compensation for stand-by assignment.

XIII. WATER DIVISION LICENSE INCENTIVE PROGRAM**A. Field Section Unit Employees**

Effective with the pay period which begins on July 16, 2015, unit employees in the Glendale Water & Power – Water Division field operations that hold a State of California Department of Health Level 2 Treatment License (T2), shall receive incentive pay for obtaining additional licensing as follows:

1. Six and one half percent (6.5%) extra pay for obtaining the Level 4 Distribution License (D4).

2. Nine and one half percent (9.5%) extra pay for obtaining the Level 5 Distribution License (D5).
3. The above incentive pay is non-cumulative.
4. Exceptions to the above are as follows:
 - a. Water Facilities Operations Group shall receive incentive pay for obtaining additional licensing as follows:
 1. Six and one half percent (6.5%) extra pay for obtaining Level 3 Treatment (T3) and Level 3 Distribution (D3) licenses.
 2. Nine and one half percent (9.5%) extra pay for obtaining Level 3 Treatment (T3) and Level 4 Distribution (D4) licenses.
 3. Eleven and one half percent (11.5%) extra pay for obtaining Level 3 Treatment (T3) and Level 5 Distribution (D5) licenses.
 4. The above incentive pay is non-cumulative.
 - b. Utility Building Repair Crew shall receive incentive pay for obtaining licensing as follows:
 1. Six percent (6%) extra pay for obtaining Level 3 Distribution (D3) license.

B. Water Quality Section Unit Employees

Unit employees in the Water Quality Group employees shall receive six and one half percent (6.5%) extra pay for obtaining Level 2 Treatment (T2) and Level 3 Distribution (D3) licensing.

Effective with the pay period which begins on July 1, 2017, all of the water division license incentive pays described in paragraph A above and in this paragraph B shall increase by two percent (2%).

C. Cost of Licensing Examinations and Renewal Fees

The City shall pay the costs for the above Water Division unit employees' examination and renewal fees, and provide continuous education opportunities for employees to maintain the "contact hour" requirements.

XIV. ASSIGNMENT PAY – ELECTRICAL DIVISION 12KV RUBBER GLOVING**A. Compensation Upon Completion of Training Program**

Effective July 16, 2015, unit employees in the classifications of Electrical Line Mechanic Apprentice, Electrical Line Mechanic, and Electrical Line Mechanic Supervisor I shall receive an extra assignment pay of six percent (6%) above their current base salary following the completion of a formalized training program on maintenance and construction work on energized 12kV power lines using insulate / isolate procedures with rubber gloves.

XV. ASSIGNMENT PAY – FIBER OPTIC CABLE SPLICING

Effective July 1, 2015, unit employees in the classifications of Electrical Test Assistant, Electrical Test Technician I, Electrical Test Technician II, Sr. Electrical Test Technician, Station Electrician/Operator Apprentice, Station Electrician/Operator, Station Electrician/Operator Supervisor I shall receive an extra assignment pay of one and three quarters percent (1.75%) above their current base salary following the completion of a formalized training program on the splicing and maintenance of fiber optic cable.

The assignment pay as set forth above shall apply for all normal work hours and hours of overtime worked.

XVI. ASSIGNMENT PAY – BRIDGE CRANE

Effective July 16, 2015, unit employees in the classifications of Utility Welder, Utility Maintenance Worker, Power Plant Mechanic Apprentice, Power Plant Mechanic, and Sr. Power Plant Mechanic who are certified to operate a bridge crane shall receive an extra assignment pay of five percent (5%) above their current base salary for an entire work day when assigned to operate a bridge crane.

The assignment pay as set forth above shall apply for all normal work hours and hours of overtime worked when employee is directed to operate the bridge crane.

XVII. ASSIGNMENT PAY- ASBESTOS WORK

Effective July 16, 2015, unit employees in the classifications of Utility Maintenance Worker, Station Electrician, Power Plant Mechanic, Sr. Power Plant Mechanic, Utility Welder, Power Plant Technician, Senior Power Plant Technician and Station Electrician Supervisor I who are certified to work near or on asbestos shall receive an extra assignment pay of five percent (5%) above their current base salary when assigned to work near friable asbestos and required to don protective clothing and breathing gear..

The assignment pay as set forth above shall apply for all normal work hours and hours of overtime worked when employee is directed to work near or on asbestos.

XVIII. FOREIGN LANGUAGE OR SIGN LANGUAGE INTERPRETER PROFICIENCY PROGRAM**A. Purpose**

1. The purpose of the Foreign Language Proficiency Program is to provide linguistic assistance for non-English speaking person(s) who represent a large segment of the Glendale community, and for hearing impaired individuals who make use of sign language.
2. This service is provided through certain selected unit employees who have been certified as proficient in a designated foreign language or approved sign language for the hearing impaired.
3. Management shall be responsible for determining appointments to the Foreign Language or Sign Language Interpreter Proficiency assignments. The total number of positions authorized and filled at any time is the sole discretion of Management.

B. Compensation

1. Unit employees assigned to the Foreign Language or Sign Language Interpreter Proficiency Program shall receive extra compensation of one-hundred dollars (\$100.00) per month above their base salary.
2. This extra pay compensation shall become effective the first pay period following receipt of approval by the Director of Human Resources. This extra compensation shall terminate immediately upon the day the assignment is revoked by Glendale Water & Power management.

C. Limitations

1. This extra compensation shall be paid only during those periods or portions thereof when such employees are actually assigned to the Foreign Language or Sign Language Interpreter Proficiency Program and are performing the assignment in their daily scheduled duties.
2. However, should a unit employee assigned to the Foreign Language Interpreter Program or Sign Language Interpreter Proficiency Program be unable to perform that function due to a non-job related illness or injury for a period of twenty-one (21) calendar days, this assignment compensation shall be suspended for all scheduled work days not worked in excess of the first twenty-one (21) calendar days and until the day he/she returns to this full duty assignment.

D. Temporary Assignments

Foreign Language Interpreter Proficiency and Sign Language Interpreter Proficiency

Program assignments are temporary assignments, not a separate job classification; they do not have Civil Service status, and are not subject to Civil Service selection procedures, appeals, or seniority; they are not a property right and may be revoked by Management at any time for job-related reasons or operational necessity.

XIX. ACTING ASSIGNMENT

A. Eligibility

1. Effective July 16, 2015, a unit employee after having been performing the duties of a vacant position for at least one full calendar day shall be given an acting assignment.
2. A vacant position is one in which the incumbent is on some form of leave, or has terminated, or a newly created position. A vacant position may also be when a unit employee has been transferred to another job assignment in a different Division of Glendale Water & Power.

B. Fulfill Responsibilities of Vacant Position

Acting assignments may be made only to fulfill the responsibilities of the vacant position until such time as an appointment is made or until such time as the incumbent has returned to duty.

C. Assignment Limitations

Upon the approval of the Glendale Water & Power department head and the notification of the Human Resources Department, acting assignments may be granted for a period not greater than ninety (90) calendar days. Extension of acting assignments beyond ninety (90) calendar days must be approved by the City Manager.

D. One Move-Up per Vacancy

1. Acting assignments are limited to one (1) move-up per vacancy. Additional move-ups may be approved for acting assignment, depending upon business necessity, as determined by management.
3. A unit employee who is assigned to fill a vacancy in management or mid-management shall be eligible for Acting Assignment. Such acting assignment shall be limited to the first move-up to management or mid-management vacancies by a unit employee. Additional move-ups may be approved for acting assignment, depending upon business necessity, as determined by management.

E. Compensation

Upon assignment of an acting appointment, an employee will begin to earn a salary

which is equal to Step 1 of the salary range of the position assigned to, but shall receive at least a salary five percent (5%) above the current base salary of the employee's permanent position, unless the 5% exceeds the top step of the acting assignment classification. In this event the acting assignment salary range shall be the top step of the acting assignment classification.

F. Time Accrues Towards Salary Step Increases

While working in an acting capacity, an employee will continue to accrue time toward salary step increases in their permanent position.

XX. LIMITATION ON EXTRA PAY ASSIGNMENTS

Assignments to extra pay positions are temporary, not a separate classification, and do not have Civil Service status and are not subject to Civil Service selection procedures, appeals, or seniority. Assignments are not a property right.

XXI. RETIREMENT

A. PERS

The City provides unit employee retirement coverage through the Public Employees' Retirement System (PERS).

B. Employer PERS Contribution Rate

The employer PERS contribution rate is established and adjusted annually for the employer by PERS Board of Administration. The City shall be solely responsible for payment of the employer contribution rate established by PERS, except as set forth in the respective employee cost-sharing provisions in Section E.

C. Employee PERS Contribution Rate

1. Employees contribute 8.0% of their salary. The contribution rate for the employee is governed by State legislation.
2. It is understood that this total of eight percent (8.0%) added to salaries by the City shall be included in all salary and compensation comparisons.
3. Should Federal and State laws and regulations require the withholding of personal income taxes, the City will withhold such income taxes which are applicable.
4. The City shall "pick up" the employees' required PERS contribution. This "pick up" shall be in accordance with Section 414(h)(2) of the Internal Revenue Code and Section 20692 of the State of California Government Code whereby employee contributions shall be tax deferred (not subject to taxation until time of constructive receipt).

5. "New members" as defined by California Public Employees' Pension Reform Act of 2013 ("PEPRA") on and after January 1, 2013, shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan effective July 1, 2013 in which said new member is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater. (PEPRA – Government code section 7522.30)

"New members" as defined by PEPRA on and after January 1, 2013, shall be enrolled in the PEPRA provided for retirement formula (2.5% at 67) (Government Code section 7522.20(a)). Final pensionable compensation (as defined for new members in Government Code section 7522.34) shall be determined by reference to the highest average annual pensionable compensation earned during a period of 36 consecutive months (Government Code section 7522.32(a)).

D. Additional Retirement Benefits

1. "2% at 60" formula as adopted by the City, effective July 1, 1971.
2. 1959 Survivors Benefit Level Three as adopted by the City, effective November 5, 1994.
3. Survivors Continuance benefit as adopted by the City, effective July 1, 1971.
4. One time five percent (5%) increase for employees retired prior to January 1, 1971, adopted by the City, effective July 1, 1975.
5. One year highest compensation formula as adopted by the City effective September 1, 1976.
6. One time fifteen percent (15%) increase for employees retired prior to July 1, 1971, adopted by the City, effective October 1, 1977.
7. Post retirement survivors allowance to continue after re-marriage, effective August 13, 1985.
8. Military buy back effective November 8, 1991.
9. "2% at 55" formula as adopted by the City effective October 1, 1994.
10. 1959 Survivor's Benefit - Level Four- as adopted by the City effective October, 1997.
11. Unused Sick Leave Credits (Gov't. Code 20965) effective June 30, 1998.

12. "2.5% at 55" formula effective December 1, 2005 (single highest year).
13. "2% at 55" formula, with the highest three average years, as adopted by the City effective January 1, 2011 for all new unit employees hired on or after January 1, 2011.
14. Retirement Optional Settlement 2 Death Benefit (Govt. Code Section 21548) to be adopted by the City effective July 1, 2007.

E. PERS Cost Sharing

Employees in the bargaining unit pay one-half of one percent (.5%) as an additional pension contribution as cost sharing in accordance with Government Code section 20516(f). Effective with the pay period which begins on January 1, 2016, employees in the bargaining unit are responsible for paying an additional pension contribution of two and one half percent (2.5%) for a total of three percent (3%) as cost sharing in accordance with Government Code section 20516(f). If, at any time in the future, the Union informs the City that it no longer agrees to this cost sharing agreement, effective on the date of the elimination of the cost sharing (which would need to coincide with the expiration date of the MOU) the employees' base salary would be reduced by three percent (3%).

ARTICLE THREE**WORK PERIODS, SCHEDULES AND OVERTIME**

I. WORK PERIODS**A. Seven (7) Day Work Period**

The work hours for unit employees shall be a fixed and regularly recurring period of 168 consecutive hours consisting of seven (7) consecutive 24-hour periods.

B. Seven (7) Day Work Period for Employees On Other Than 9/80 Work Schedule, Beginning/Ending

The seven (7) day work period shall begin on Monday at 12:00 a.m. and end on Sunday at 11:59:59 p.m. except as modified by management.

C. Seven (7) Day Work Period For Employees on the 9/80 Work Schedule, Beginning/Ending

The seven (7) day work period shall begin on Friday at 12:00 p.m. and end on Friday at 11:59:59 a.m. except as modified by Management.

D. Seven (7) Day Work Period - Fixed and Regularly Recurring

THEREAFTER, the work periods shall be fixed and regularly recurring seven (7) day work periods as set forth in the aforementioned.

II. TIME WORKED**A. Maximum Time Worked – 7 Day Work Period**

The maximum time worked per each seven (7) day work period which is paid at the straight time rate of pay shall be forty (40) hours inclusive of breaks and exclusive of time not considered work time.

III. TIME NOT CONSIDERED AS WORK TIME**A. Activities Not Considered Work Time**

The following activities shall not be considered time worked, except as provided for in this Agreement.

1. Meal breaks.
2. Leave of absence taken without pay.

3. Travel time to work and returning home in either personal or City vehicle.
4. Time in off-duty training assignments (homework, study time, meal time, sleep time, etc.)
5. Off-duty travel to training sites and returning home.
6. Off-duty time putting on and taking off uniforms.
7. Off-duty time for personal preparation and clean-up.
8. Time worked for which unit employees have already been paid at one and one half (1 1/2) times their regular rate of pay within assigned 40 or 42-hour work period.
9. Any time not authorized as work time.
10. Any time spent in and related to organized school program of related supplemental instruction by apprenticeship employees working under a bona fide apprenticeship program.
11. Any time spent by employees in participating in a voluntary Employee Assistance Rehabilitation Program (EAP).

IV. MEAL TIME

A. Meal Time - Non-Work Time

Unit members' meal breaks shall commence not earlier than three (3) hours nor later than five (5) hours after the scheduled time for reporting.

B. Meal Time Schedule

All meal time taken is considered non-work time and to be without pay. The schedule for meal breaks shall be determined by management, taking into consideration the continuity of services provided to the public, and the convenience of the employee.

C. Meal Time Length

In no case will meal breaks be permitted to exceed thirty (30) minutes, nor can they be taken at the beginning or end of a work schedule.

D. Thirty (30) Minute Meal Break

The normal unpaid meal break shall be thirty (30) minutes in length.

V. BREAKS - REST PERIODS**A. Two 15-Minute Breaks - Rest Periods**

Each employee shall be entitled to a fifteen (15) minute rest period in each four (4) hour period, provided however that no such rest period shall be taken during the first or last hour of any employees working day nor in excess of fifteen (15) minutes without the express consent of the designated period.

1. Non-accumulative

Rest periods are not accumulative and shall not be added to any meal times, vacation, or any other form of authorized absence from work.

These breaks may not be used at the beginning or the end of work shift unless authorized by Management.

B. Benefit - Not Right

Management has the right to suspend the rest period or any portion thereof during an emergency. Any rest period so suspended or not taken at the time permitted shall not be accumulated or carried over from one day to any subsequent day or compensated for in any form.

VI. WORK SCHEDULES**A. City Work Schedules**

City work schedules shall be as herein defined except as otherwise provided for:

- 1. 5/40 Work Schedule:** The 5/40 schedule shall consist of a forty (40) work hour week schedule consisting of five (5) eight (8) paid work hour days in seven (7) consecutive calendar day period exclusive of any meal periods assigned by management.
- 2. 9/80 Schedule:** The 9/80 work schedule shall consist of an eighty (80) work hour two week schedule consisting of eight (8) nine (9) hour days and one eight (8) hour working day in a eighty (80) work hour work period in fourteen (14) consecutive calendar days. This schedule shall be divided into two forty (40) work hour work periods segments exclusive of any meal periods as assigned by management.
- 3. 4/40 Work Schedule:** The 4/40 work schedule shall consist of a forty (40) work hour week schedule consisting of four (4) ten (10) paid work hour days in a seven consecutive calendar day period exclusive of any meal periods assigned by management.

B. Work Schedule - 42 Hour Work Week Assignment

Certain unit employees of the Glendale Water & Power Department may be designated to work a work schedule that averages 42 hours per week. Such employees work all holidays that occur during this work schedule.

C. Apprenticeship Training Programs**1. Recognition**

The City and Union recognize the City of Glendale's apprenticeship training programs covering certain crafts.

2. Apprenticeship Standards

Apprenticeship standards for each craft shall be adopted and agreed upon by both parties. These apprenticeship standards shall govern the employment and training of the apprentices in the crafts.

3. Apprenticeship Training - Non-work Time

Both parties agree that time spent in and related to an organized school program of related, supplemental instruction by any apprentice employees shall not be counted as time worked, and are hereby declared "exempt" from the provisions of the Fair Labor Standards Act of 1938, as amended.

D. Work Schedules - Starting/Ending Time

Unit employees shall be assigned by management daily starting and ending work times.

E. Daylight Savings Work Schedules**1. Employees Assigned Night Shift**

Unit employees who are assigned and work the night shift during which the daylight savings change occurs shall:

a. In the spring, when the time is advanced ahead by one (1) hour, modify their hours worked to begin work one (1) hour earlier. In this way the total hours worked for the normal shift shall remain the same. (Unit employees assigned to Standby Assignment during the spring time change will receive one (1) less hour of Standby Pay than would normally be assigned).

b. In the fall, when the time is turned back, by one (1) hour, those

individuals who work a full tour of duty of nine (9) hours shall be compensated by one (1) hour of overtime. (Unit employees assigned to Standby Assignment during the fall time change will receive one (1) additional hour of Standby Pay than would normally be assigned.)

2. Employee Assigned All Other Shifts

All other unit employees assigned and working a shift determined by management during which the "Daylight Savings" time change occurs (either spring or fall) shall work a full shift regardless whether the clock time is advanced or set back.

VII. OVERTIME DEFINITIONS

The following is time worked which shall be considered overtime, except as otherwise specified in this Agreement.

A. Regular Overtime

1. Time Worked in Excess of 8 hours

Overtime for unit employees on the 5/40 work week schedule is time worked in excess of eight (8) paid hours in a work day except as set forth in this Agreement.

2. Time Worked in Excess of 9 Hours

Overtime for unit employees on a 9/80 work schedule is time worked in excess of nine (9) paid hours in a work day except for any scheduled eight (8) paid hour work day as set forth in this Agreement.

3. Time worked in excess of 10 hours

Overtime for unit employees on a 4/40 work week schedule is time worked in excess of ten (10) paid hours in a work day except as set forth in this Agreement.

4. Time Worked in Excess of 40 hours

a. 5/40 or 4/40 Work Schedule

Overtime for unit employees on a 5/40 or 4/40 work week schedule is time worked in excess of forty (40) paid hours in a 7 day work week period except as set forth in this Agreement.

b. 9/80 Work Schedule

Overtime for unit employees on a 9/80 work week schedule is time worked in excess of forty-four (44) paid hours in a 7 day work week period or eighty (80) paid hours worked in a 14 day work period as set forth in this Agreement.

6. Time Worked in Excess of 42 Hours

Overtime for unit employees on a 42 hour work schedule is time worked in excess of forty-two (42) paid hours in a 7 day work week period, except as set forth in this Agreement.

7. More Than 12 Hours in Day

Unit employees working the four (4) day on / four (4) day off work schedule shall be paid at one and one-half (1-1/2) times the employee's regular rate of pay for all hours worked in excess of twelve (12) hours in a work day.

8. Time Worked - Scheduled or Extended Shift Overtime

- a. Unit employees who are required to work either scheduled overtime or extended shift overtime are defined as working regular overtime.
- b. The City shall attempt, when feasible, to have 8 hours of rest before starting their normal workday for unit employees required to work either extended shift or scheduled overtime in non-emergency situations. It is understood that these 8 hours of rest may not always be practical due to operational necessity.

9. End of Workday – “New Assignment” Extended Shift

- a. Unit employees required to work extended shift overtime, for a new or different work assignment than the unit employee had been working on in the course of the regular workday, upon notification no more than one-half hour prior to the end of the regular work shift, shall be granted a minimum of two (2) work time hours of overtime.

B. Call Back Overtime (Unscheduled)

- 1. Call back work is unscheduled time worked performed by an off-duty unit employee called back to work after they have completed their normal work schedule and have left work or are on their day off. Unit employees must physically return to the worksite in order to receive call-back pay. Travel time to work and returning home shall not be counted as time worked.
- 2. The City shall make available to qualified employees an equitable distribution of call back overtime within their assigned section.

C. Stand-by Assignment

Unit employees who volunteer for Stand-by assignment are to be accessible by phone or other methods approved by management and must have the ability to report to the Utility Operations Center within one hour.

VIII. OVERTIME COMPENSATION RATE**A. Regular Overtime****1. Payment**

Overtime shall be paid at one and one-half (1- 1/2) time the employee's regular hourly rate of pay.

2. Comp Time in Lieu of Payment

- a. Unit employees may choose in lieu of cash payment to be compensated for overtime by the accumulation of compensatory time, on the ratio of one and one half (1-1/2) hours earned in compensatory time for each hour worked; or
- b. Stand-by assignment straight time pay may be converted to straight time compensatory time on an hour for hour basis.

B. Call-Back Overtime**1. Call-Back - Minimum Hours Granted**

- a. Glendale Water & Power Department, unit employees called back to work, who are not assigned to standby, shall be granted a minimum of four (4) work time hours of overtime except as set forth in Section VIII, B-4.
- b. Additional hours may be guaranteed by Glendale Water & Power as needed.
- c. All call back overtime shall be paid at one and one-half (1 1/2) times the employee's regular hourly rate of pay for all hours of call back overtime except as otherwise stated in this article.

2. Call-Back Between 12:00 a.m. - 8:00 a.m.

- a. Unit employees shall be paid double (2 times) the employee's regular hourly rate of pay for every hour of call-back overtime actually worked

between 12:00 a.m. midnight and 8:00 a.m. or the beginning of the next work shift, whichever comes first.

- b. Only unscheduled time worked between 12:00 a.m. and 8:00 a.m. can be eligible for paid double time.
- c. Unit employees subject to call-back provisions between the hours of 12:00 a.m. and 8:00 a.m., who are relieved of duty less than two and one-half (2 ½) hours prior to the commencement of the regular work shift, shall be paid at straight time for the non-work time between the end of their call-back assignment and the start of their regular work shift. The Continuous Overtime provisions, as set forth in B-3 below do not apply in these circumstances, nor are the unit employees required to remain on work premises for the non-work time occurring between the end of the call-back assignment and the start of the regular work shift.

3. Continuous Overtime

- a. Unit employees called back to work six (6) or more hours prior to the start of their regular work shift, who work continuously through the start of the regular work shift, shall continue to receive overtime at the rate earned prior to the commencement of the regular work shift (double-time if between 12:00 am and 8:00 am), as set forth in #2 above, into the regular work shift. The unit employee shall continue to receive the double-time pay until relieved of duty for a rest period of six (6) continuous hours.
- b. The unit employee on a rest period shall be paid at straight time for the duration of their regular work shift. If the rest period occurs outside of the regular work shift, there shall be no compensation.
- c. Should the unit employee be called back to work less than six (6) hours following the commencement of the rest period, over time pay at the double-time rate shall resume when the work commences.
- d. An appropriate rest area on City facilities will be provided for the rest period.

4. Limitations

Unit employees while on stand-by assignment, and then given a call back assignment shall, upon receiving call back assignment, cease receiving stand-by pay and shall receive call back assignment compensation as outlined in this Article.

C. Required Rest Period After 18 Consecutive Hours

1. Under no circumstances shall a unit employee work in excess of 16 consecutive hours without a rest period of at least two hours.
2. Unit employees will be given eight (8) hours of rest before starting their normal work shift. If the eight (8) hour rest period is not practical due to operational necessity, but after the mandatory two-hour rest period is satisfied, unit employees who are required to work will be paid double time. The double time rate will continue until the unit employees are relieved of duty or provided a rest period of at least eight (8) continuous hours.
3. If the rest period occurs during the unit employee's regular work shift, unit employees will be paid straight time for the hours of rest that occurs during the regular work shift period until the eight (8)-hour period is met. If the rest period occurs outside of the regular work shift, there shall be no compensation.

D. Sunday Overtime

1. Bargaining Unit employees shall be compensated at double (2 times) the employees' regular hourly rate of pay for all overtime work assigned, both scheduled and unscheduled on Sundays. This double time overtime applies only during the hours assigned between 12:00 a.m. and 11:59 p.m. on Sundays. Any portion of a work assignment falling outside of these hours shall revert to either straight time pay or time and one-half pay, as provided by this MOU.
2. Unit employees while on standby assignment, and then assigned to work Sunday overtime, cease receiving standby pay upon assignment to this overtime assignment.
3. This double time payment shall only apply to overtime work and shall not apply to work and crews which are normally scheduled to work on Sundays (e.g., some employees who work in the Power Plant, Howard Substation and Water Facilities Crews).

E. Unscheduled Overtime in Excess of Twelve Continuous Hours – Glendale Water & Power - Electrical Division Field Operations

1. Unit employees of Glendale Water & Power Department – Electrical Division field operations shall be compensated at double (2 times) the employees' regular hourly rate of pay for any unscheduled overtime, after having worked in excess of twelve (12) continuous hours, until such time that the employee is relieved from duty.

F. Holiday Overtime

1. Payment - Compensation Time

Unit employees required to work on a designated holiday, at the employee's option, may choose in lieu of cash payment to be compensated by the accumulation of compensatory time on the ratio of one and one-half (1 1/2) hours earned in compensatory time for each hour worked, or portion of hours worked.

2. Payment-In-Cash

All time worked on designated holidays shall not exceed paid overtime at two and one-half (2 1/2) times the employee's regular hourly rate of pay. This paid overtime at two and one-half (2-1/2) times consists of the designated holiday payment at straight time and any actual time worked on the designated holiday paid at one and one-half (1-1/2) times.

IX. TIME WORK INCREMENTS

A. Increments - Less Than One Hour

All authorized time worked which is beyond the unit employee's work shift schedule which is less than one-hour increments shall be compensated in the following manner:

<u>Time</u>	<u>Time Worked</u>
0 - 3 minutes	-0-
4 - 8 minutes	0.1 hour
9-15 minutes	0.2 hour
16-20 minutes	0.3 hour
21-26 minutes	0.4 hour
27-33 minutes	0.5 hour
34-38 minutes	0.6 hour
39-45 minutes	0.7 hour
46-50 minutes	0.8 hour
51-57 minutes	0.9 hour
58-60 minutes	1.0 hour

B. Increments Over One Hour

Any time work increments which are over one hour shall be compensated in the same procedure as mentioned herein.

X. OVERTIME "COMPENSATORY TIME" ACCUMULATED AND PAYMENT

A. Eligibility

Unit employees may choose, in lieu of overtime payment, to have overtime hours worked converted to a compensatory time bank.

B. Conversion

Overtime designated for compensatory time may be converted and banked at the rate of straight time, one and one half time, double time, double time and one half or half time at the mutual agreement between the Management and the employee.

Example:	<u>Overtime Worked</u>	<u>Comp. Time Conversion</u>
Half-Time	1 hr.	0.5 hrs.
Straight Time	1 hr.	1.0 hrs.
One & one-half	1 hr.	1.5 hrs.
Double Time	1 hr.	2.0 hrs.
Double Time and one-half	1 hr.	2.5 hrs.

C. Accumulation

1. Total 120 Hours Comp Time

Unit employees may accumulate up to a total of 80 overtime hours worked which converts to a total of 120 compensatory hours, unless otherwise set forth in this Agreement.

D. Use of Compensatory Time

The time during which an employee may use accrued compensatory time off is subject to approval by the department head or his/her designee with due regard for the wishes of the employee and the need to provide service. However, an employee wishing to use his/her accrued compensatory time off shall provide the City with reasonable notice of such request. Reasonable notice is defined as at least five workdays. If reasonable notice is provided, the employee's request may not be denied unless it is unduly disruptive to the department to grant the request. A request to use compensatory time off without reasonable notice may still be granted within the discretion of the supervisor or manager responsible for considering the request.

E. Pay Out - Compensatory Time

1. Compensatory Time– In Excess of 120 Hours – Transfer to RHSP

Unit employees must transfer unused accumulated compensatory time over one hundred twenty (120) hours compensatory time at the employee's current

rate of pay to the employee's RHSP account. This transfer will be made in the pay period following the accrual exceeding the maximum hours.

2. Compensatory Time at Termination

All accumulated compensatory time which has not been utilized prior to a unit employee's employment termination from the City shall be paid off on a straight time basis at the employee's current hourly rate of pay.

3. Compensatory Time - Change in Classification

Any unit employee who changes classification and who has accumulated any hours of compensatory time shall have all their accumulated compensatory hours paid off at their current hourly rate of pay.

XI. EMERGENCY OVERTIME REQUIREMENT

The City reserves the right to require unit employees to work overtime in an emergency as set forth in Article Eight.

ARTICLE FOUR**FRINGE BENEFITS**

I. FRINGE BENEFITS ADMINISTRATION PROVISION**A. Administration**

The City reserves the right to select, administer, or fund any fringe benefits programs involving insurance that now exist or may exist in the future.

B. Selection and Funding

1. In the administration of fringe benefits programs involving insurance, the City shall have the right to select any insurance carrier, self insure, or other method of providing coverage to fund the benefits provided, as long as the benefits of the plan are substantially the same.
2. The City may choose to exercise its right to select the insurance carrier and select Medicare as the City's Retirement Insurance Carrier for eligible unit employees and retirees. In such case, employees and retirees will be required to enroll in Medicare to be eligible to participate in other City medical plans.

C. Changes

The City shall meet with the Union prior to any change of insurance carrier or method funding coverage for any fringe benefits listed in this article.

D. Limitations

1. The City shall not pay any costs for any fringe benefits provided in this Agreement for any person who is on leave of absence without pay for more than 50% of the payroll period unless the affected employee is qualified under the Family and Medical Care Leave Policy.
2. The City shall pay all of its portion of the medical insurance premium from the first day of the last month worked by a terminating employee regardless of how many days the terminating employee works in their last month of employment.
3. The employee shall be notified and billed for the monthly insurance premium by the City.
4. For an employee qualified under the City's Family and Medical Leave Policy, the City shall continue to pay the City's portion of the medical insurance premiums as set forth in this article of this Agreement, not to exceed that required by law.

E. Employee Changes in Benefit Coverage

Where optional choice of fringe benefit plans and/or insurance carriers is available to employees, changes in benefit plans and/or insurance carriers may only be made during the open enrollment period established by the City.

II. MEDICAL INSURANCE

A. The rates effective June 1, 2015 are as follows:

Prudent Buyer Indemnity PPO Plan

	Employee's Monthly Contribution	City's Monthly Contribution
a. Employee	\$ 154.94	\$ 403.50
b. Employee plus one dependent	\$ 409.64	\$1,019.90
c. Employee plus two or more dependents	\$ 581.90	\$1,445.32

California Care – HMO Plan

	Employee's Monthly Contribution	City's Monthly Contribution
a. Employee	\$ 189.06	\$ 341.66
b. Employee plus one dependent	\$ 408.98	\$ 705.48
c. Employee plus two or more dependents	\$ 578.00	\$1,014.02

Kaiser – HMO High Option Plan

	Employee's Monthly Contribution	City's Monthly Contribution
a. Employee	\$ 197.66	\$ 334.70
b. Employee plus one dependent	\$ 395.44	\$ 669.20
c. Employee plus two or more dependents	\$ 559.36	\$ 947.14

Kaiser – HMO Low Option Plan

	Employee's Monthly Contribution	City's Monthly Contribution
a. Employee	\$ 157.14	\$ 294.18
b. Employee plus one dependent	\$ 314.42	\$ 588.20
c. Employee plus two or more dependents	\$ 444.72	\$ 832.48

B. Medical Insurance

The City shall pay fifty percent (50%) of any medical insurance premium increase, with the employee paying the remaining fifty (50%) of any increase. Should the medical insurance premium decrease, the City and employee shall receive premium reductions in the same 50/50 proportion.

Effective June 1, 2016, the City shall pay fifty percent (50%) of any medical insurance premium increase, with the employee paying the remaining fifty percent (50%) of any increase that is effective June 1, 2016. Should the medical insurance premium decrease, the City and employee shall receive premium reductions in the same 50/50 proportion.

Effective June 1, 2017, the City shall pay fifty percent (50%) of any medical insurance premium increase, with the employee paying the remaining fifty percent (50%) of any increase that is effective June 1, 2017. Should the medical insurance premium decrease, the City and employee shall receive premium reductions in the same 50/50 proportion.

Effective June 1, 2018, the City shall pay fifty percent (50%) of any medical insurance premium increase, with the employee paying the remaining fifty percent (50%) of any increase that is effective June 1, 2018. Should the medical insurance premium decrease, the City and employee shall receive premium reductions in the same 50/50 proportion.

Effective June 1, 2019, the City shall pay fifty percent (50%) of any medical insurance premium increase, with the employee paying the remaining fifty percent (50%) of any increase that is effective June 1, 2019. Should the medical insurance premium decrease, the City and employee shall receive premium reductions in the same 50/50 proportion.

C. Medical Insurance – Claims Experience

Upon adoption of this MOU, the City and Union agree that all subsequent medical insurance premium rate renewals will be established according to the claims experience of only active City employees. Accordingly, prospective retirees' premium rates will be determined according to the claims experience of only City retirees.

D. Medical Insurance - Indemnity Plan Coverage

1. Plan Premium Rate

The indemnity plan premium includes the rate charge for medical insurance coverage and is based on (a) the plan's group experience including mental health care; (b) cost of administering the claims; (c) excess claims stop loss insurance; and (d) cost of Prescription Drug Card Program.

2. Coverage

The indemnity plan coverage shall include the following coverage:

- a. One common plan;
- b. Out of pocket stop loss per individual \$2,000/\$4,000;

- c. Deductible In- Network \$200 per individual not to exceed aggregate total of \$400 per employee and dependents; Deductible Out-of-Network \$400 per individual not to exceed aggregate total of \$800 per employee and dependents;
- d. No deductible is applied to special accident benefits;
- e. No Pre-authorization for hospitalization and outpatient services, other than for some specialized services;
- f.
 - 1) All charges in the designated PPO Network shall be covered at 80% subject to the annual deductible.
 - 2) All charges outside designated PPO Network shall be covered at 60% of reasonable and customary services subject to the annual deductible.
- g. Maternity benefits for employees and dependent spouses;
- h. Mental and nervous (mental health care) benefits shall be included in the indemnity insurance plan and paid the same as other illnesses.
- i. Home health care plan;
- j. Preferred Provider Option (PPO);
- k. Medical case management;
- l. Nursery care for newborn infants;
- m. Prescription Drug Card Program ten dollars (\$10.00) co-pay for generic drug prescriptions and twenty dollars (\$20.00) co-pay for non-generic drug prescriptions)

E. HMO Medical Plans- Inpatient and Outpatient Psychological Services (Mental Health Care) Benefits

Provided per the terms and conditions of the medical health care plans.

F. Medical Insurance – Indemnity/HMO Plan Benefits Booklet

The specific details of the indemnity and HMO plan medical insurance benefits are set forth in the Medical Insurance Plan Benefits Booklet available in Human Resources. All benefit descriptions included herein are subject to the individual insurance carriers' benefit provisions as described in the respective Explanation of Benefits (EOB) for each carrier.

G. Paid Industrial Leave - Medical Insurance Premium

Unit employees on paid industrial leave absent from duty because of injury or illness arising out of and in the course of employment shall have the City paid portion of their monthly insurance premium paid. This paid premium shall continue for a period up to 2080 work hours and exhaustion of all City-paid leave benefits, as set forth in Article Five, Section VII, A-C.

H. Meet and Confer - Medical Premium Increases

The City agrees to meet and confer over the increase of medical premiums with the understanding that premium increases on either the PPO or pre-paid (HMO) plans can be modified through benefit modification agreed to by the City and Union.

I. Retiree Health Savings Account:

Effective at the beginning of the pay period which begins on August 1, 2015, the City shall provide unit members with a retiree health savings plan which the City shall fund at the rate of fifty dollars (\$50) per month per member. Effective with the pay period which begins on July 1, 2017, the City's contribution to the Retiree Health Savings Account shall increase to seventy five dollars (\$75) per month per member.

III. MEDICAL INSURANCE - RETIRED EMPLOYEES**A. Retiree Health Savings Plan (RHSP)****1. Purpose**

The Retiree Health Savings Plan (RHSP) enables retiring unit employees the opportunity to convert unused accumulated sick leave hours to pre-tax monies to be used for the retirees' medical insurance costs during their retirement.

2. Sick Leave Conversion Rate

Retiring unit employees shall have each eligible hour of accrued unused sick leave hours converted at the rate of twenty-two dollars (\$22.00) per hour which will be placed in each employee's individual Retiree Health Savings Plan (RHSP) effective the employee's official date of retirement.

3. Eligibility

- a. Unit employees who retire from the City of Glendale or in the alternative terminate employment after twenty (20) years or more of service shall be eligible to participate in the Retiree Health Savings Plan (RHSP) and have their sick leave hour conversion amounts deposited into said RHSP account.

- b. Unit employees must have their unused accumulated vacation leave paid at the current base rate of pay to the employee's RHSP account upon retirement subject to IRS regulations.
- c. Unit employees must transfer unused accumulated compensatory time in excess of the limit set forth in this MOU at the current regular rate of pay, including extra pays that are normally subject to overtime, to the employee's RHSP account, subject to IRS regulations. The transfer will be made the pay period following the pay period in which accrual exceeds the maximum hours, per this MOU.
- d. The employee is responsible for paying any post retirement RHSP service fees and holds the City harmless for any taxes incurred from their utilization of the RHSP.

IV. MEDICARE

A. Retired Employees - Eligible for Medicare

Retired unit employees and/or their qualified dependents who are eligible to be covered by Medicare under Subchapter XVIII of Title 42 of the United States Code (relative to Health Insurance for the Aged) are deemed to be within the Modified and Supplemental group insurance coverage.

B. Retired Employees - Medicare

1. The retired unit employee and/or qualified dependent entitled to receive City paid Part "A" Medicare shall enroll in Part "A" (Hospital) Medicare upon becoming eligible for Medicare coverage.
2. Retired unit employees and/or their qualified dependents who are not entitled to receive City paid Part "A" Medicare benefits may be required to enroll in Part "A" (Hospital) Medicare benefits as a condition of participating in the City's retired employee medical insurance plans.
3. These retired City employees shall have their Part "A" Medicare benefits paid for by the City when they are participating in the City's medical insurance plan and shall continue to pay the City Medical insurance premiums, and Part "B" Medical as designated by the City.
4. Eligible retired City employees and their qualified dependents who fail to enroll in Part "A" Medicare benefits may be barred from participation in Retired Employee medical insurance plans. This Medicare enrollment requirement may be modified or rescinded by the City at any time.
5. Retired City employees participating in the City's medical insurance plan shall enroll in Part "B" Medical.

V. DENTAL INSURANCE

A. DENTAL INSURANCE CARRIER AND PLAN DESIGN

1. Dental Carrier

Guardian Insurance is the dental insurance carrier for the City of Glendale. This plan offers three options: PPO – High Option; PPO – Mid-Level “Buy-Up”; and DMO.

2. PPO – High Option Dental Plan

The City shall pay up to a maximum of \$120.44 for the PPO dental plan per month per employee for a dental plan for employees and their qualified dependents.

3. PPO – Mid-Level “Buy-Up” Dental Plan

The City shall pay up to a maximum of \$52.10 rate from the DMO dental plan per month per employee for a dental plan for employees and their qualified dependents. Employees will pay the difference from the DMO dental rates accordingly.

4. DMO - Dental Plan

The City shall pay up to a maximum of \$52.10 for the DMO dental plan per month per employee for a dental plan for employees and their qualified dependents.

5. Dental Insurance Rates – Effective June 1, 2015

Effective June 1, 2015, the following are the City and employee contributions for Dental Plans.

PPO High Option

	Employee's Monthly Contribution	City's Monthly Contribution
a. Employee	\$ 0.00	\$ 46.32
b. Employee plus one dependent	\$ 0.00	\$ 78.76
c. Employee plus two or more dependents	\$ 0.00	\$ 120.44

PPO – Mid-Level “Buy-Up”

	Employee's Monthly Contribution	City's Monthly Contribution
a. Employee	\$ 20.60	\$ 18.64
b. Employee plus one dependent	\$ 32.56	\$ 34.14
c. Employee plus two or more dependents	\$ 49.40	\$ 52.10

DMO

	Employee's Monthly Contribution	City's Monthly Contribution
a. Employee	\$ 0.00	\$ 18.64
b. Employee plus one dependent	\$ 0.00	\$ 34.14
c. Employee plus two or more dependents	\$ 0.00	\$ 52.10

B. Premium Increases
1. Dental Premiums

Any premium increases on the PPO High Option Plan or DMO dental plans that occur during the term of this MOU shall be paid by the City.

C. Dental Plan Enrollment Limitations
1. City of Glendale Guardian PPO High Option Plan

Employees covered under the City of Glendale indemnity medical plan may enroll in either of the two PPO plans or the DMO Dental plan during open enrollment only.

2. DMO & PPO Mid-Level "Buy-Up" Dental Plan

- a. Unit employees covered under the HMO medical plan are restricted to dental coverage under the DMO dental plan or to "Buy-up" to the PPO-Mid-Level plan.
- b. Dependents not enrolled in the HMO medical plan shall not be eligible for the coverage in DMO dental plan or the PPO-Mid-Level "Buy-Up" plan.

3. Unit employees waiving medical insurance may participate in all dental insurance plans.

D. Retired Employees – Dental Plans

1. For retirements of unit employees occurring after July 1, 2005, retirees shall be permitted to participate in the City's dental plans as set forth below.
 - a. The premiums will be fully paid by the retired employee.
 - b. Retired employees in the Indemnity Medical Plan may elect to participate in either the PPO Dental Plan or the HMO Dental Plan.

- c. Retired employees in the HMO Medical Plan may enroll only in the HMO Dental Plan.
- d. The City reserves the right to form a “Retiree” group within the Dental Program for rate-setting purposes.

VI. OPTICAL/VISION INSURANCE – CITY PLAN

A. Vision Insurance

Unit employees are eligible for a group vision insurance plan to be provided to all unit employees and their dependents, governed solely by contracts of insurance approved by Council and purchased by the City. The vision plan provides for an examination, frames and lenses (or contact lenses) every twelve (12) months, with a ten-dollar (\$10) co-payment.

B. Premium Payments

The City shall pay the entire cost of the premium for the City provided group vision insurance plan.

VII. LONG-TERM DISABILITY (LTD) INSURANCE

A. Premium Payment

- 1. The City shall pay for one hundred percent (100%) of the monthly insurance premium rates for the City-administered Long-Term Disability Insurance Plan for unit employees. The City has the right to choose the insurance carrier.

B. Plan Benefits

- 1. Said insurance policy shall cover fifty percent (50%) of pre-disability earnings with a maximum paid benefit of \$2,500 per month and a sixty (60) day elimination period, and after all sick leave accrued by the affected unit employees has been first utilized.
- 2. The benefits provided in the City-administered Long-Term Disability Plan (LTD) shall be the same that were in effect as in the Union LTD Plan July 30, 2002.

C. Leave Without Pay

When a unit employee enrolled in the Plan is not working and files a claim for the LTD Benefit, the City and Union shall share equally (50/50) in the payment of the premium for a period that does not exceed two (2) months of premiums (60 days).

D. Exceptions - Family and Medical Care Leave

Notwithstanding the above, whenever a unit employee becomes qualified for coverage under the City Family and Medical Care Leave Policy, the City shall continue to pay medical premiums as set forth in this article, not to exceed that required by law.

E. Limitations

1. Plan benefits are provided for unit employees insured by the Plan up to age 65 for earnings lost for off the job illness or injury up to age 65 per the provisions of the Plan.
2. Compensation from LTD Insurance Benefits and accrued leaves may not exceed the employees' base salary.
3. Employees may coordinate accrued leaves with LTD Benefits as permitted by the LTD Insurance Policy.

VIII. UNIFORMS**A. Uniforms Provided****1. Eleven Sets of Uniforms**

The City shall provide eleven (11) sets of uniforms to the following list of classifications:

Electrical Helper
Electrical Line Mechanic
Electrical Line Mechanic Apprentice
Electrical Line Mechanic Supervisor I
Electrical Mechanic Assistant
Electrical System Dispatcher
Electrical Test Assistant
Electrical Test Technician I
Electrical Test Technician II
Line Clearance Forestry Supervisor I
Line Clearance Forestry Technician
Power Line Truck Operator
Power Plant Auxiliary Operator
Power Plant Control Operator
Power Plant Control Operator Apprentice
Power Plant Mechanic
Power Plant Mechanic Apprentice
Power Plant Mechanic Assistant
Power Plant Mechanic Helper

Power Plant Operator
Power Plant Technician
Principal Water Quality Specialist
Senior Electrical System Dispatcher
Senior Electrical Test Technician
Senior Power Plant Mechanic
Senior Power Plant Technician
Senior Water Facilities Operator
Senior Water Meter Repairer
Senior Water Quality Specialist
Senior Water Quality Technician
Senior Water System Mechanic
Station Electrician
Station Electrician Supervisor I
Station Electrician/Operator Apprentice
Station Electrician/Operator
Station Electrician/Operator Supervisor I
Transformer Shop Supervisor
Transformer Shop Technician
Underground Distribution Construction Mechanic I
Underground Distribution Construction Mechanic II
Underground Distribution Construction Supervisor I
Utility Building Repairer
Utility Equipment Operator I
Utility Equipment Operator II
Utility Maintenance Worker
Utility Welder
Water Facilities Operator
Water Meter Repairer
Water Quality Aide
Water Quality Specialist
Water Quality Technician
Water System Apprentice
Water System Equipment Operator
Water System Helper
Water System Mechanic
Water System Supervisor I

2. **Uniforms by Assignment**

Unit employees in the classifications of Station Electrician/Power Plant and Utility Maintenance Worker/Power Plant will receive uniforms only if assigned to GWP - Power Plant Divisions.

3. **Coveralls and/or Related Uniforms**

Coveralls and/or related uniforms are to be made available in the GWP Power Plant, and employees assigned to Water Division chlorinating duty.

4. **Field Employee Safety T-Shirt Program**

- a. The Field Employee Orange Safety T-Shirt Policy & Procedure became effective January 1, 1992. Details of the policy & procedure are available in Human Resources or in the Union Office.
- b. The City-issued Safety T-Shirts are considered to be a City-issued uniform and employees are required to comply with uniform requirements.
- c. The City-issued Safety T-Shirts are to be kept in good condition and are not to be cut up and/or altered in any way.

B. Uniform Requirements

Unit employees who are required to wear uniforms or who are provided uniform allowance must wear uniform while on duty unless permission to do otherwise has been received from the immediate supervisor. Employees who are on duty and do not comply with uniform requirements shall be subject to disciplinary action.

C. Safety Boot Issuance

1. The City shall provide one pair of work boots (of a quality such as Red Wing or comparable) meeting all existing safety standards, as defined by either ANSI or ASTM, of the City's choice on an annual basis to all unit employees in the classifications set forth below

Electrical Helper
Electrical System Dispatcher
Electrical Test Assistant
Electrical Test Technician I
Electrical Test Technician II
Line Clearance Forestry Supervisor I
Line Clearance Forestry Technician
Power Line Truck Operator
Power Plant Auxiliary Operator
Power Plant Control Operator
Power Plant Control Operator Apprentice
Power Plant Mechanic
Power Plant Mechanic Apprentice
Power Plant Mechanic Assistant

Power Plant Mechanic Helper
Power Plant Operator
Power Plant Technician
Principal Water Quality Specialist
Senior Electrical System Dispatcher
Senior Electrical Test Technician
Senior Power Plant Mechanic
Senior Power Plant Technician
Senior Water Facilities Operator
Senior Water Meter Repairer
Senior Water Quality Specialist
Senior Water Quality Technician
Senior Water System Mechanic
Station Electrician
Station Electrician Supervisor I
Station Electrician/Operator Apprentice
Station Electrician/Operator
Station Electrician/Operator Supervisor I
Transformer Shop Supervisor
Transformer Shop Technician
Underground Distribution Construction Mechanic I
Underground Distribution Construction Mechanic II
Underground Distribution Construction Supervisor I
Utility Building Repairer
Utility Equipment Operator I
Utility Equipment Operator II
Utility Maintenance Worker
Utility Welder
Water Facilities Operator
Water Meter Repairer
Water Quality Aide
Water Quality Specialist
Water Quality Technician
Water System Apprentice
Water System Equipment Operator
Water System Helper
Water System Mechanic
Water System Supervisor I

2. Should excessive wear or damage as a result of work-related use of safety boots cause the need for premature replacement of said boots, management may authorize their replacement.

H. Boot Allowance In-Lieu of Issue**1. GWP Electrical Division Climbing Boots - \$300**

Unit employees in the GWP Electrical Division classifications listed below, who are required to climb utility poles, shall receive three-hundred dollars (\$300) per year to purchase climbing boots:

Electrical Line Mechanic
Electrical Line Mechanic Apprentice
Electrical Line Mechanic Supervisor I
Electrical Mechanic Assistant

2. Boot Allowance Payment – January 15th

- a. Boot allowance shall be paid to active unit employees in the above classifications once per year on the first scheduled payday immediately following the fifteenth (15th) day of January each year. There will be no pro-ration of the boot allowance for unit employees hired after January 15th of each year, nor will the unit employee be required to reimburse the City for the boot allowance should he or she fail probation.
- b. No unit employee shall be eligible to receive any payment of any allowance if such employee has for any reason been absent from active service or on industrial accident or sick leave or on a leave of absence without pay for any time in excess of one-half (1/2) of the twelve (12) month period immediately prior to the January 15th payment date.

IX. SAFETY ITEMS

Unit employees shall comply with all applicable safety requirements.

A. JOINT SAFETY COMMITTEE

The Joint Safety Committee shall be composed of an equal number of representatives of the Department and the Union. This Committee may meet every three months on a regular basis as determined by said Committee. It shall also meet on urgent situations at the request of either the Department or the Union.

It shall be the responsibility of the Joint Safety Committee to review the causes of accidents revealed by the investigation of such accidents and to recommend rules for the safety of the employees in the performance of their work. The present safe working rules and practices shall be considered a part of this MOU and changes in the Safety Rules shall be subject to discussions between the parties and in conformance with applicable City, State or Federal regulations. The Joint Safety Committee shall utilize consultants from the City, State or Federal agencies in the event an interpretation of City, State or Federal regulations is involved.

It shall be the responsibility of the Department to administer the Safety Program and to make every reasonable effort that Safety Rules are carried out by all employees. It shall be the responsibility of the employees to make every reasonable effort to ensure that they act in a safe manner.

Should a dispute arise over the application or interpretation of a Safety Rule, such dispute shall be resolved by use of the Grievance Procedure.

X. MEAL REIMBURSEMENT

A. Meal Reimbursement Per Diem

1. A per diem rate of thirteen dollars (\$13.00) shall be paid to unit employees described in A-1 above who meet one of the following conditions described in "a" through "c" below. This per diem payment will be included on the unit employee's paycheck, subject to IRS deductions.

- a. **Emergency Call Back**

In excess of four (4) hours and with less than two (2) hours advance notice, meal reimbursement shall be provided, and also for each time period in excess of four (4) hours worked thereafter.

- b. **Early Call-In**

Meal reimbursement shall be provided if an employee is called in early with less than two (2) hours advance notice.

- c. **Extended Shift**

Meal reimbursement shall be provided for an employee who works in excess of three (3) hours prior to or past the normal expiration time of the shift and for each four (4) hour time period following normal expiration of regularly scheduled shift worked thereafter.

B. Scheduled Call-Back

Meal reimbursement shall not be provided for scheduled call-back. For scheduled call-back in excess of eight (8) hours, extended shift rule applies.

XI. EDUCATIONAL REIMBURSEMENT**A. Eligibility**

When any unit employee enrolls in a lower and/or upper division or graduate level university course or other course of college level, which course of study is directly related to such employee's work and has received prior approval of the Glendale Water & Power department head, payment of one-half of the tuition and one-half of the cost of required course books for same may be made to the employee upon successful completion of said course.

B. Limitations

1. The aggregate total a unit employee may be reimbursed by the City for their educational courses may not exceed ten thousand dollars (\$10,000) per each five (5) years of their full-time salaried employment with the City. Beginning with the first day of employment, employees are eligible to receive \$10,000 for each five (5) year cycle (1-5, 6-10, 11-15, etc.)
2. This benefit is non-accumulative and must be used within each 5 year cycle.

C. Repayment to City if Terminated Within the Year of Study

In the event such reimbursed employee leaves the employment of the City for any reason, except layoff, within a period of one year following the completion of such course of study, the amount paid by the City for such tuition and books shall be repaid to the City by having the Director of Finance deduct same from the severance pay or last salary paycheck of such employee.

XII. HEALTH MAINTENANCE - CLUB REIMBURSEMENT**A. Eligibility**

Unit employees who enroll in the health maintenance club approved by the City, shall, after having been certified by the City, that they have utilized the club for the purpose of exercise a minimum of fifty (50) visits within each fiscal year (July 1 through June 30), receive payment of the cost of the membership up to one hundred and fifty dollars (\$150).

B. Limitations

1. The health maintenance club reimbursement benefit is available to all unit employees, and may only be applied to the health maintenance club approved by the City.
2. Unit employees qualifying for reimbursement shall be reimbursed for all

covered expenses once per year upon submission of receipts and documentation.

3. Reimbursement will be based on eligible expenses as set forth in this section not to exceed one hundred and fifty dollars (\$150) per each fiscal year.

XIII. MILEAGE REIMBURSEMENT PLAN

A. Formula

The following plan is the mileage reimbursement for City employees using personal vehicles for authorized City business approved by management.

1. **Reimbursement Rate**

The mileage reimbursement shall be based on the standard Internal Revenue Service (IRS) reimbursement rate. Mileage records shall be maintained on forms approved by management.

2. **Limitations**

- a. Mileage reimbursement should not be interpreted as being the rate of reimbursement received for travel as set forth in the City's Administrative Policy Manual.
- b. Any unit employee using their own personal vehicle for City business and receives a mileage reimbursement or monthly auto allowance must maintain a valid California driver's license and automobile insurance on the vehicle they use for City business and must show proof of such upon request of supervision or management.

XIV. DMV LICENSING REIMBURSEMENT POLICY

A. Purpose

1. The purpose of the policy is to outline the reimbursement procedures for DMV driver's licenses requirements affecting certain classifications, positions, and employees in the City of Glendale.
2. Employees who are required to upgrade their driver's license and/or are required to get special endorsement due to Department of Motor Vehicles regulations, will receive reimbursement of fees as set forth in the following.

B. Reimbursement for Required New DMV Driver's License Requirements:

1. Employees whose job specifications did not require a commercial driver's license or special endorsement to perform their driving responsibilities prior to

DMV regulation changes and, as a result of these changes, now require this licensing.

2. Employees will be reimbursed, on a one-time basis, for fees required by the DMV to upgrade their driver's license.
3. License renewal fees, minus regular Class C licensing fees, will be paid for by the City.
4. DMV receipts must be submitted for reimbursement.
5. Additional fees that may be incurred by an employee as a result of failing a test will not be reimbursed by the City.

C. Reimbursement if New DMV Driver's License is Requested by Management

1. Employees hired into or promoted to classifications which state in the job specifications: "May require a commercial driver's license and/or specific endorsement", will be reimbursed for DMV fees if such a license is requested by Management. Employees who obtain commercial driver's licenses and/or specific endorsements, whose job specifications do not require said license will be reimbursed for DMV fees if Management utilizes their commercial driving abilities on a regular basis.
2. Employees in these classifications, who are required by Management to have a commercial drivers license and/or special endorsement, will be reimbursed the difference in renewal fees between regular licensing and commercial and/or special endorsement licensing.

E. Failure to Obtain DMV Licensing Requirements

In the event an incumbent employee is unable to obtain the commercial license, and/or specific certification required, every effort will be made to reassign that individual to a position, not requiring a commercial license and if necessary that employee's salary will be "Y" rated until they are able to obtain their commercial license or transfer to another classification/position which does not require a commercial license or special certification.

F. Compliance Standards

Compliance to DMV commercial driver's license for all City of Glendale employees must be in keeping the DMV California Commercial Driver Standards Handbook, Section One, Commercial Driver License Program Qualifications and Sanctions.

XVI. EMPLOYEE DRIVER'S LICENSE REQUIREMENTS**A. Driver's License Requirements**

Unit employees who are in a classification which requires the possession and maintenance of a valid California driver's license and/or are required to drive a City vehicle for the City shall participate in the State of California Department of Motor Vehicles Employee Pull Notice program. Affected unit employees are required to inform the Glendale Water & Power management on the first working day after official notification of a restriction, suspension, or revocation of their said driver's license,

Any Bargaining Unit employee who is required by the City to maintain a valid commercial driver's license excepting a class "C" driver's license shall be reimbursed for the initial cost of such license. All fees for renewals for City required commercial driver's license except a class c driver's license shall be reimbursed by the City.

B. Vehicle Code Violations

Any unit employee covered in "A" above shall be required, when convicted of driving under the influence of alcohol or drugs, to meet at least once with the City employees' assistance counselor for substance abuse counseling. EAP counseling sessions are further defined in Article Six, Section 1-D.

XVII. AIR QUALITY MANAGEMENT DISTRICT (AQMD) REGULATIONS

It is acknowledged that both parties understand that the City must comply with the regulations issued by the Air Quality Management District (AQMD). It is further understood the City must meet and confer with the Union before implementing any necessary changes to meet these regulations.

XVIII. PARKING

Free parking is provided for employees as available.

XIX. MISUSE OF BENEFITS

Unit employees who fraudulently gain or fraudulently attempt to gain for themselves or others by deception, omission, or fraud the benefits of the City's Workers' Compensation, retirement, medical, dental, or psychological insurance policies or any other benefit which they would not otherwise be entitled to shall be subject to: a) denial of requested benefits; and/or b) disciplinary action up to and including removal.

ARTICLE FIVE**LEAVE POLICY**

I. HOLIDAYS**A. Holiday Leave Hours**

Each January 1st, full-time unit employees, excluding unit employees who receive holiday-in-lieu pay, upon becoming eligible, are eligible for up to 106 hours of paid holiday leave per calendar year to be used for ten (10) City designated holidays as they occur and Floating Holiday hours and as further defined in this article.

B. City Designated Holidays

The following are designated holidays which holiday leave time hours are deducted from employee's holiday leave time as they occur except as otherwise specified by this article.

New Year's Day (first day of January)
Martin Luther King, Jr. (third Monday of January)
Washington's Birthday (third Monday in February)
Memorial Day (last Monday in May)
Independence Day (fourth day of July)
Labor Day (first Monday in September)
Veteran's Day (eleventh day of November)
Thanksgiving Day (fourth Thursday in November)
Friday following Thanksgiving Day
Christmas Day (twenty-fifth day of December)

C. Use of Designated Holidays Leave Hours

Unit employees who receive holiday leave for city designated leave holidays shall use holiday leave from their holiday leave hours as the City designated holiday occurs in amounts appropriate to their regular scheduled work shift. For example eight (8) hours on an eight (8) hour shift, nine (9) hours on a nine (9) hour shift, ten (10) hours on a ten (10) hour shift and twelve (12) hours on a twelve (12) hour shift.

D. Floating Holiday Leave Hours

Any remaining holiday leave hours not used for these designated City holidays shall be used in a manner consistent with floating leave policy as set forth in this article.

E. Friday After Thanksgiving Day

1. When the Friday after Thanksgiving falls on an employee's off-Friday on the 9/80 work schedule, employees will retain nine (9) hours of holiday leave for use of floating leave, providing that their normal work schedule includes this Friday as a holiday and they are also normally scheduled to be off this Friday.
2. Unit employees scheduled to work on the Friday after Thanksgiving Day shall receive holiday overtime unless employee requests to take time worked on said day to be earned as compensatory time as set forth in this Agreement.

F. Floating Holiday Leave Utilization

1. Floating holiday leave time not expended for the ten (10) city designated holidays shall be floating holiday leave. Floating leave shall be approved at such time as is mutually agreeable to the employee and the employee's Glendale Water & Power department head. Leave payment shall be charged against employee's available holiday leave hours accrued.
2. A new unit employee must be employed sixty (60) calendar days in a calendar year before becoming eligible for floating holiday leave.
3. Unit employees who terminate their employment with the City may utilize any floating holidays up to their last day of employment with the City.
4. The appropriate use of floating holiday leave shall be the employee's responsibility to monitor. Any employee using so much floating leave that insufficient leave remains to cover the ten (10) City designated holidays shall be required to utilize vacation, compensatory time or unpaid leave of absence to cover the designated holiday.

G. Floating Holiday Cash Out

1. The City shall pay unit employees up to eighteen (18) hours of floating holiday leave when management is unable to allow unit employees to take their floating holiday leave because of operational necessity or other related reasons before December 31 of each calendar year. This payment shall be made on the January 21st paycheck of the following calendar year.
2. This cash out is limited to eighteen (18) hours of floating holiday leave at the base rate of pay in effect on such day.

H. Holiday Occurrence on Saturday or Sunday**1. Friday Holiday**

The Friday immediately preceding any regular holiday that falls on a Saturday shall be deemed to be a holiday.

2. Monday Holiday

The Monday immediately following any regular holiday that falls on a Sunday shall be deemed to be a holiday.

I. Holiday Policy on Scheduled Day Off

1. When a holiday falls on a day which is part of the employee's scheduled days off, employees shall not be required to use holiday leave time from their holiday leave bank.
2. When a holiday occurs on a day on which an employee is scheduled to work, the employee shall take such holiday leave as is appropriate to their work schedule.
3. Holiday leave hours will be moved at the beginning of the calendar year into the employee's floating holiday bank. These hours may be used in hourly increments at the employee's request under the same guidelines as vacation time; however, holiday leave hours may not be carried over from one calendar year to the next.

J. Holiday Scheduling

The City reserves the right to require employees to work on designated holidays.

K. Twenty-Fourth of December**1. City Offices Open**

- a. When December 24th occurs on Monday, Tuesday, Wednesday, or Thursday when City offices are scheduled to be opened, all City offices shall close at 12:00 p.m.
- b. Only unit employees working on this day as part of a daytime work schedule starting on or after 6:00 a.m. and ending not later than 6:00 p.m. shall be considered eligible for this holiday provision.
- c. Unit employees eligible for this holiday leave shall work one-half (1/2) of their normally scheduled work shift on this day. This leave

shall amount to four (4) hours for employees on a 5/40 work schedule;
four and one-half (4-1/2) hours for employees on a 9/80 work schedule;
five (5) hours for employees on a 4/40 work schedule.

2. Limitations

- a. That part of December 24th from 12:00 p.m. to 6:00 p.m. shall be and is hereby designated a holiday; provided, however, that said holiday shall not apply to the unit employees whose functions are essential to the public welfare as designated by management.
- b. Unit employees whose 9/80 day off falls on a day other than a Friday, and whose normal day off falls on December 24th shall be eligible for four and one-half (4 1/2) hours of compensatory time to be taken at another time mutually agreed to by the employee and management.
- c. Those unit employees receiving December 24 holiday time off shall work no later than 12:00 p.m. Employees receiving this benefit shall not receive a meal break on this day.

3. Non-Cumulative

- a. This twenty-fourth day of December holiday provision is non-cumulative, and if not utilized for any reason as set forth in this section, it may not be taken at a later time except as provided herein.
- b. Only unit employees actually scheduled to work on December 24th are eligible for the holiday.
- c. Unit employees eligible to receive the December 24th holiday leave, with the approval of management, may combine a maximum of four (4) hours on a 5/40, four and one-half (4-1/2) hours on a 9/80, or five (5) hours on a 4/40 leave with compensatory time or vacation or floating holiday leave or sick leave to receive a full shift off on December 24th. Leaves of absence without pay or temporary disability may not be combined with the December 24th holiday leave.

L. Holiday Leave Limitation

1. No unit employee shall receive any holiday pay if they use more than four (4) hours (4) of leave of absence without pay either the work day before or the work day after the holiday except as set forth in City Family and Medical Leave Policy.
2. Unit employees who terminate employment before the end of the calendar year shall only be eligible to receive holiday leave hours covering those holidays

chronologically occurring prior to their termination and shall also receive up to eighteen (18) hours cash out of unused floating holiday leave. All mandatory holidays occurring after termination shall be forfeited.

M. Holiday Leave Utilization

Accumulated holiday leave time may be taken in 10th of an hour increments or more as approved by management.

II. SPECIAL DAYS OF OBSERVANCE

A. Definition

A special day of observance, day of mourning, or a like day of participation, when so declared by Council by resolution, shall have the same legal effect as a holiday, and during such day or portion thereof so declared, City offices shall be closed, except those offices providing services essential to the public welfare.

B. Schedule

Unless specifically declared otherwise by the City Council, such day shall be between the hours of 7:30 a.m. and 5:30 p.m.

C. Eligibility

Only unit employees working on a special day of observance and not rendering essential services shall have the day off with pay.

D. Compensation

1. Employees whose services are declared essential by the City Manager shall work during such day, or portion thereof, and shall be compensated therefore as by this section specifically provided as follows:
2. Unit employees required to perform essential services on such a day between the hours of 7:30 a.m. and 5:30 p.m., or such other period as specified by the City, shall receive straight time pay in addition to regular pay for each hour worked during such day or period as declared by the City Council.

III. VACATION

A. Vacation Earned

Unit employees compensated on a monthly basis shall be provided with vacation earnings to be based on the following schedule:

	Years of Full-Time Service	Annual Number of Hours Eligible to Earn	Monthly Accrual Number of Hours Per Month
Year 1 through 4 (start through 48 months)	1-4	80 hours	6.667 hours
Beginning year 5 (49 months through 168 months)	4-14	120 hours	10.000 hours
Beginning year 15 (169 months and thereafter)	14	160 hours	13.333 hours

B. Limitations

- Vacation is earned and awarded monthly and is computed on the basis of the annual hours divided by the number of months per year.
- No vacation hours shall be credited for a month in which the employee has been on a leave of absence without pay, excluding disciplinary suspensions without pay, during the majority (50%+) of the month.
- All vacations shall be taken at such time as approved by the Glendale Water & Power department head for which the employee works.
- Vacation leave may be taken in 10th of an hour increments or more as approved by management.
- New unit employees accrue vacation time commencing with the first day of employment as a salaried unit employee, but this vacation time is not vested nor may it be taken or cashed-out unless the unit employee completes one (1) year of service with the City. This means on the thirteenth (13th) month of salaried full-time service with the City the eligible new unit employee will have accumulated and be eligible to use 80 hrs. and accrue vacation time on a monthly basis thereafter.
- Any unit employee who is laid off during their first year of employment and is then rehired within a one (1) year time period, shall have their prior service time earned prior to their lay off apply toward their service time eligibility for vacation benefits earned.

7. Unit employees working any schedule, including other than a regular forty (40)-hour schedule, shall be subject to the same vacation policy as all other unit employees.
8. Vacation leave balance shall be the employee's responsibility to monitor. Any employee using vacation leave in excess of the employee's accrued leave shall be required to utilize floating holiday leave, compensatory time or unpaid leave of absence to cover excessive vacation leave taken.

C. Prior Service

For the purpose of computing additional vacations allowed after five years, "total service" means and includes all full-time service with the City prior to any resignation or retirement as well as the service of a unit employee following reemployment.

D. Vacation Accumulation

All unit employees shall accumulate and use vacation time earned as follows:

1. A unit employee shall be entitled to accrue a maximum total of three (3) years of vacation time. Vacation leave earned in excess of the three (3) years of accumulated vacation leave must be used monthly as accrued.
2. Once three (3) years of accumulated vacation leave is accrued, the unit employee stops accruing additional vacation time until the leave is utilized and the accumulated time is reduced to below the maximum accrual limits. This accrual stops when the unit employee reaches maximum accrual limits of either 240 hours (1 to 4 years of full time service), 360 hours (5 to 14 years of full time service), or 480 hours (15 or more years of full time service).
3. A unit employee who is unable to return to work due to a serious and prolonged illness or injury which prevents such person from taking earned vacation time during the calendar year and the limits set forth in this Section D 1 and 2 above, may, with the approval of the City Manager, carry over such vacation time to the next succeeding calendar year.
4. Accumulation and use of vacation leave beyond any succeeding calendar year and the limits set forth in this Section D 1 and 2 above, may be granted at the discretion of the City Manager in special or unusual circumstances.
5. A unit employee who has been on military leave of absence for a least thirty (30) consecutive days during the calendar year in which such person would otherwise be entitled and required to take a vacation, may take said vacation during the twelve calendar months immediately following the calendar month of termination of said military leave but in no way shall such unit employee be

entitled to take said vacation or receive any compensation for same after this last stated time.

E. Vacation Cash-Out at Termination / Retirement - RHSP

Any unit employee who has completed at least one year of service with the City prior to termination shall be paid at the base hourly rate then being received for the vacation to which the employee would otherwise be entitled and also for vacation days earned by reason of months worked in the current calendar year, provided said vacation days have not been taken at or prior to the date of separation.

F. Vacation/Compensatory Time Off Cash – Out During Employment

Any unit employee who has completed at least one year of service with the City may cash out up to 40 hours of either vacation, compensatory time off or a combination of both. Each employee may cash out up to forty (40) hours one time per fiscal year. If the employee cashes out vacation, it will be cashed out at the base rate of pay. If the employee cashes out compensatory time off, it will be cashed out at the regular rate of pay.

Unit employees will have all of their accumulated vacation hours placed into their RHSP account upon their retirement. (Unit employees with less than twenty (20) years of full-time service with the City who separate for any reason other than retirement shall have their vacation hours cashed out at the base hourly rate and paid in the final paycheck).

Further details on unused accumulated vacation leave and RHSP are set forth in Article Four of this Agreement.

IV. LEAVE OF ABSENCE - SWEARING-IN CEREMONY - U.S. CITIZENSHIP

In recognition of unit employees receiving their United States citizenship, the City proudly recognizes their new citizenship status and eligible employees shall be granted leave of absence with pay to attend the Swearing-In Ceremonies.

V. SICK LEAVE

A. Sick Leave Benefit

1. Sick leave is a benefit and not a right and is to be utilized by employees who are unable to work because of an injury or illness not arising out of the course of their employment, except as provided otherwise in this article.

B. Sick Leave Accumulation Plan

1. Employees shall accrue eight (8) hours sick leave for each major portion of a month worked in a calendar year.
2. The maximum sick leave hours which can be accumulated each calendar year

shall be ninety-six (96) hours.

3. For each month, or more than 50% portion thereof, during which a full time unit employee is compensated on a monthly basis, said unit employee shall be allowed a sick leave of absence with full pay for eight (8), nine (9), ten (10), or twelve (12) hours, depending upon such employee's assigned work schedule to be taken only when employee is unable to work on account of illness or injury, including pregnancy. Said amount of sick leave hours shall be debited in full from the affected employee's sick leave accrual bank.
4. Service time prior to any resignation, retirement, or removal from employment of the City shall not thereafter be considered for any leave accumulation (credits) except in the case of a unit employee reinstated. Unit employees reinstated subsequent to resignation shall have reinstated to their credit any accumulated sick leave hours lost because of such resignation.

C. Limitations

1. Sick leave shall not be accrued for time during which unit employee is on leave of absence from duty without pay.
2. Sick leave shall be approved by management based on the sick leave policies of the City.
3. A unit employee who is unable to work on account of illness or injury shall abide by the sick leave policy and procedure established by the City. A unit employee shall not be permitted to return to duty until examination by Employee Health Services or a physician approved by the City and must be found to be sufficiently recovered from such illness or injury. The City may deny a release from a physician and send employee to a City approved physician. The City reserves the right to send a unit employee for examination to verify medical release prior to authorizing the employee to return to work.
4. A unit employee with an absence of five (5) full working days or less may return to duty without such examination, approval, and finding when permitted by management as outlined in this section.
5. Any illness or injury extending more than five (5) full working days for unit employees must be verified by a physician or Employee Health Services.
6. Unit employees re-employed from a lay-off list shall have all previously accrued sick leave credit added to their accumulated sick leave balance.

D. Glendale Water & Power Notification

1. Unit employees who are absent from work due to illness or injury shall promptly

notify their supervisor or Glendale Water & Power department head daily of this fact, in advance. Glendale Water & Power may have further requirements regarding the reporting of absences from work due to illness or injury. This may include requiring the employee to provide proof of illness or injury to Employee Health Services, based on the sick leave policies of the City.

2. Management shall exempt employees from these requirements providing the unit employee:
 - a. is in a medical facility; or
 - b. has an industrial disability which has been determined to be permanent and stationary by a licensed medical physician and prohibits return to duty; or
 - c. other arrangements, locations, or conditions have been authorized by management.

E. Use of Accumulated Sick Leave

In addition to illness or injury, accumulated unused sick leave may be used by a unit employee for:

1. Temporary disability as outlined in this MOU.
2. Family care leave as outlined in this MOU.
3. Transfer to the employee's RHSP account as set forth in Article Four.

F. Family Care Leave with Pay - Utilize Sick Leave

1. Definition

Family care leave shall be defined as whenever the unit employee's presence with the family is needed because of illness or medical conditions with their spouse or family.

2. Sick Leave With Pay

- a. Unit employees may, upon request, be granted in each calendar year up to a maximum of forty-eight (48) sick leave hours.
- b. Family illness leave and such time taken shall be charged against the unit employee's accumulated sick leave.

3. Facts Justifying Absence

Management must be furnished reasonable evidence of the illness.

4. Family

Family shall mean spouse, employee's child, stepchild, siblings, parent or spouse's parents, grandchildren, grandparents, registered domestic partner as defined by State law, or any other relative residing in the same household as employee.

I. Additional Leave Without Pay

Additional leaves of absence without pay on account of illness or injury may be granted in the same manner and for such period of time as is provided in the case of other leaves of absence without pay, as set forth in this article or as provided by the City's Family and Medical Care Leave Policy.

VI. BEREAVEMENT LEAVE

A. Definition

Bereavement leave shall be defined as whenever any unit employee has experienced a death, or critical illness where death appears to be imminent in the immediate family, defined as the spouse, the employee's or employee's spouse's mother or father, stepmother or stepfather, brother or sister, child, grandparents, grandchildren, son-in-law, daughter-in-law, brother-in-law, sister-in-law, "step" relatives as described above, the employee's registered domestic partner or any other relative of the employee or employee's spouse residing in the same household or who has resided with the employee in the same household for three (3) out of the last five(5) years.

B. Leave With Pay

Such unit employee may be granted bereavement leave with full pay not to exceed a total of three working days per occurrence as approved by Glendale Water & Power management.

C. Facts Justifying Absence

The unit employee must submit an approved declaration or other evidence acceptable to Glendale Water & Power management justifying such absence.

D. Not Applicable if on Sick Leave

Bereavement leave shall not apply to unit employees on sick leave at the time of the incident.

VII. WORKERS' COMPENSATION**A. Workers' Compensation Leave**

Unit employees compelled to be absent from duty because of injury or illness arising out of and in the course of employment occurring on or after July 1, 1999, shall receive a paid leave of absence not to exceed three hundred twenty (320) hours (8 weeks).

B. Temporary Disability

1. If a unit employee is entitled to receive temporary disability indemnity under Division 4 of the California Labor Code, such unit employee may elect to supplement statutory disability payments with any accumulated sick leave, compensation time and/or vacation leave benefits when added to the temporary disability indemnity will result in a payment equal to full salary and City paid Deferred Compensation.
2. This full salary shall not exceed the employee's base earnings and City paid Deferred Compensation that were in effect as of the date of illness or injury.
3. When a unit employee uses paid leave to augment full salary paid leave benefits, including sick leave, vacation leave, compensation time, holiday leave time, continue to accrue, consistent with these leave policies.

C. Additional Temporary Disability Benefit

1. After a unit employee exhausts all the benefits they are eligible for in Article Five, Sections VII, A and B, and the employee continues to be temporarily disabled, he/she shall receive, for a period not to exceed six months, additional compensation which when added to the statutory disability rate results in a payment equal to two-thirds of full base salary and City paid Deferred Compensation for such period.
2. This full salary shall not exceed the employee's base earnings that were in effect as of the date of illness or injury.
3. Unit employee may elect to not use all of their accrued vacation time up to eighty (80) total hours before being eligible for this benefit.

D. Statutory Benefits Follow Additional Benefits

If a unit employee has exhausted his/her benefits under Article Five, Sections VII, A,B and C, and if the employee is still temporarily or permanently disabled, he/she shall

receive statutory temporary disability benefits in effect at the date of illness or injury.

E. Outside Employment and Medical Limitations

1. All outside employment must be approved by management pursuant to City and Glendale Water & Power rules and regulations.
2. During convalescence and/or modified work assignment, it shall be expressly forbidden for a unit employee to engage in any outside employment that would interfere with their convalescence.

F. Sick Leave Augmentation of Temporary Disability

1. When a unit employee uses sick leave credit to augment temporary disability indemnity because of an injury compensable under the State Labor Code and the City is reimbursed by a third person for its damages by reason of such use, there shall be credited to the employee's sick leave account, sick leave equivalent to the amount so used or proportionately, if reimbursement is only in part.
2. If the City does not collect from the third person the full amount of the compensation paid and other damages to which it is entitled, and if the amount collected is not itemized so that there may be ascertained the amount collected in reimbursement for the sick leave used, the sick leave to be credited shall be in the same ratio to the sick leave used as the total amount collected bears to the total amount of the City's damages.

VIII. JURY DUTY

A. Notification/Summoned

Any unit employee who is summoned to serve on jury duty shall immediately notify their supervisor and provide written evidence of notice or of summons. The employee shall receive their regular salary limited to ten (10) working days annually.

B. Accommodation of Jury Leave

Management shall accommodate the employee's work schedule while assigned to Jury Duty, such as being assigned to day shift (Monday through Friday - 6:30 a.m. - 6:30 p.m.).

C. Jury Duty Call-In

Unit employees participating in the juror telephone call-in system shall immediately notify their supervisor of their next-day jury duty obligation when known and make

appropriate mutually agreed to work schedule changes.

D. Jury Duty Stand-by

Unit employees placed on jury duty stand-by will immediately notify supervisors of stand-by status so accommodations can be made.

E. Jury Fees

All fees earned by unit employees in return for their service as a juror may be kept by the employee.

F. Jury Time Extension

This jury time may only be extended should a formal request be submitted to the City Manager by the Jury Commissioner.

IX. MILITARY LEAVE

A. Eligibility

1. Military leave of absence with pay shall be granted to permanent unit employees who have been employed with the City for one year or more when called to active military duty. Such time shall include hourly employment which immediately precedes the employee's appointment to a permanent classification.
2. Unit employees with less than one year shall receive military leave of absence without pay.
3. Military leave with pay shall not be granted to unit employees on weekend assignment or advance party on weekend assignment and inactive duty training.

B. Length of Military Leave with Pay

Eligible unit employees shall be entitled to military leave of absence with pay for the first thirty (30) days of active military duty.

X. OTHER LEAVES - WITHOUT PAY

A. Leave of Absence Without Pay - Up to 7 Days

The Glendale Water & Power Department Head may grant a leave of absence without pay to unit employees for periods up to seven (7) calendar days in any month.

B. Leave of Absence Without Pay - Excess of 7 Days

The Glendale Water & Power Department Head may grant leaves of absence without pay to unit employees in excess of seven (7) calendar days in any month, with the approval of the City Manager.

C. Leave of Absence Without Pay - Early Return

Any unit employee granted a leave of absence without pay may, with the approval of the Glendale Water & Power Department Head and the City Manager, return to duty prior to the time fixed for the expiration of such leave.

D. Limitations

1. Unit employees shall first utilize all of their accrued vacation, holiday, and compensatory time before a leave of absence without pay is granted, except as approved by Glendale Water & Power Department Head.
2. Unit employees eligible for unpaid leave under the Family and Medical Care Leave Policy may elect to use such leave concurrent with accrued paid leaves.

XII. ELIGIBLE LEAVE BENEFITS**A. Accrual/Usage of Leave Benefits**

All leave benefits (vacation, holidays, sick leave, bereavements or any other leaves) shall be accrued and taken in one-tenth hourly increments based on current benefit accrual rates.

B. Example

A unit employee who works a 12-hour shift work schedule accrues sick leave time at the rate of eight (8) hours per month, and if they take a sick leave day, they shall be debited 12 hours from their sick leave accrual.

C. Leave of Absence - Family and Medical Care Leave

Unit employees requesting unpaid Family and Medical Care Leave will be granted leave pursuant to the City's Family and Medical Care Leave Policy.

ARTICLE SIX**WORKING CONDITIONS**

I. ALCOHOL AND SUBSTANCE ABUSE**A. Mutual Agreement**

City and Union agree to mutually work together for the prevention of alcohol and substance abuse in the workplace for the benefit of the employees, City, and its citizens.

B. Determent, Detection and Treatment

The City and Union also will work together to support the City programs, policies, and procedures currently implemented to deter, detect and treat the problems of alcohol and substance abuse in the workplace, provided that such programs are consistent with the law. Such policies, programs, and procedures include but are not limited to the City's Employee Assistance Program, Medical Standards, Drug and Alcohol Educational and Training Programs, Policy of Consumption of Alcoholic Beverages and Illegal or Controlled Substances, Drug and Alcohol Screening for pre-placement candidates, safety sensitive promotional candidates, employee renewal of Class "A" and "B" Driver's licenses, and reasonable suspicion of employees under the influence on work time.

C. Support of EAP

The City and Union agree to encourage and support the rehabilitation of employees with alcohol and substance abuse problems through the constructive use of the Employee Assistance Program.

D. EAP Counseling

It is understood Voluntary EAP counseling sessions are confidential. Records kept under the Mandatory EAP Rehabilitation program shall be available only to those persons who administer the program or monitor and/or manage employees participating in the program.

II. TEMPORARY MODIFIED WORK PROGRAM**A. Eligibility**

The City has a Temporary Modified Work Program for temporarily disabled and convalescing unit employees. Any unit employee who is temporarily incapable of performing his/her normal assigned duties because of an illness or injury may request assignment or be required by City management to participate in the temporary modified work program.

B. Limitations

Participation in the program is limited to unit employees who shall not:

1. Have an industrial disabling injury, disease, or sickness that exceeds a projected recovery date of 26 weeks from the date such temporary modified work program is scheduled to commence; or
2. Have a non-industrial disabling injury, disease, or sickness that exceeds a projected recovery date of 13 weeks from the date such temporary modified work program is scheduled to commence; or
3. Be in a Vocational Rehabilitation Plan approved by the City.

C. Application and Acceptance

Application for the program shall be in writing by the unit employee when consideration is requested for the work program and by written direction when management requires the employee to participate. City management shall make a determination of admission to the program based upon such factors as:

1. The attending physician's release to temporary modified work program;
2. Availability of City-wide work stations suitable to accommodate the employee's specific limitations; and
3. The employee's ability to perform satisfactorily in a selected temporary assignment.

D. Outside Employment

During convalescence and/or modified work assignment, it shall be expressly forbidden for the employee to engage in any outside employment that would interfere with their convalescence.

E. Final Decision

The Glendale Water & Power department head shall make the final decision based upon stated criteria, and the affected unit employee shall be notified in writing.

III. PERMANENT MODIFIED WORK PROGRAM

The City offers a permanent modified work program, calling for either voluntary or mandatory program participation, for unit employees who have incurred job related illness or injury that has rendered them medically incapable of performing the essential functions and full range of duties within their classification. This program is contingent upon employees meeting the

minimum requirements for alternative positions. The program provides an opportunity for unit employees to continue employment within the City when alternate positions are determined by Human Resources to be available.

ARTICLE SEVEN**GRIEVANCE PROCEDURE**

I. PREAMBLE

Unit employees who need to resolve a dispute relating to work related matters may utilize the agreed upon grievance procedure, provided that the subject matter of that grievance falls within the definition of a grievance. The purpose of this procedure is to solve problems fairly and as expeditiously as possible at the lowest possible level. This procedure is a problem solving process. At each step, a good faith effort will be made to resolve the issue..

II. GRIEVANCES**A. Definition**

A grievance is any dispute concerning the interpretation or application of this written MOU or of rules or regulations governing personnel practices or working conditions.

B. Grievance - Informal - Verbal

When an employee feels he/she has been unfairly treated or does not agree with his/her supervisor on policy interpretation, he/she may initiate formal action to secure review of the grievance by top management. Such action should be used, however, only after informal appeal through discussion with the immediate supervisor has not been successful.

C. Grievance - Formal - Written

If the informal answer given by the employee's supervisor is not satisfactory, the employee may appeal his/her grievance in the following manner:

1. Step I - Supervisor

Within fourteen (14) calendar days following the occurrence of the alleged grievance, the employee will present his/her views to his/her supervisor on a grievance form, in duplicate, obtainable from Human Resources. The supervisor will, within fourteen (14) calendar days, enter his/her decision and the reasons for it and return it to the employee. If the employee is not satisfied with the answer given, he/she may appeal as follows:

2. Step II - Glendale Water & Power Department Head

Within seven (7) calendar days of receipt of the supervisor's answer, the employee will forward the grievance to his/her Glendale Water & Power

Department Head. The Glendale Water & Power Department Head will, within seven (7) calendar days, enter his/her decision, the reasons for it and return it to the grievant. If the employee is not satisfied with the decision, he/she or his/her representative may appeal as follows:

3. Step III – Advisory Arbitration

In the event the Union is not satisfied with the decision of the Department Head, or his/her designee, the Union may request that the grievance be submitted to arbitration.

The request for arbitration must be filed within twenty calendar (20) days following receipt of the Department Head's (or designee's) response at Step II.

The parties shall request the State Mediation and Conciliation Service (or other mutually agreeable entity) to submit a list of seven (7) persons qualified to act as arbitrator. Within ten (10) calendar days following receipt of the list of arbitrators, the parties shall meet (which can be on the phone) to select the arbitrator. The parties shall alternately strike one name from the list of arbitrators (the right to strike the first name to be determined by flipping a coin) until one (1) name remains, and that person shall be the arbitrator.

The arbitrator shall be notified of his/her selection by a joint letter from the Human Resources Department and the Union requesting that he/she set a time and place for the hearing subject to the availability of the City and Union Representatives.

The arbitration shall be limited to the issues submitted to the arbitrator. The arbitrator's advisory opinion shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU.

The arbitrator shall submit his/her written advisory opinion within thirty (30) calendar days following close of the hearing (assuming an oral closing argument is made by both parties) or thirty (30) calendar days from the date of submission of briefs by the parties, unless the parties agree in writing to an extension thereof. The arbitrator's advisory opinion shall be forwarded to the City Manager, who shall review the award and make the final decision within forty-five (45) days of its receipt.

The fees and expenses of the arbitrator shall be shared equally by the parties involved, including the cost of a court reporter or other person transcribing the proceedings. However, if one of the parties cancels the hearing, any cancellation fees will be paid by the party cancelling unless both parties agree to cancel and split the cancellation fees. All other expenses including, but not limited to, fees

for witnesses, copies of transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the party incurring the same.

D. General

1. Time Limits

If the time limit at any step should elapse, the decision rendered at the previous step will be understood to have been accepted. For example, if an employee does not forward a Step I decision to Step II within seven (7) calendar days, it is understood that he/she has accepted the Step I decision and the matter is closed. Time limits may be extended by mutual consent.

2. Grievance Settled - Form Distribution

When a grievance is settled, the employee will keep the duplicate of the form and the original will be placed in the grievance file in Human Resources.

3. Representation

An employee utilizing this procedure may be represented or assisted by, not to exceed three, authorized representatives in the preparation, presentation and hearing of a grievance. The supervisor, Glendale Water & Power Department Head and City Manager may also be accompanied by other persons in conferences or hearings. Witnesses may be called and questioned by both parties.

4. Time of Hearings

All grievances will be heard during working hours. Aggrieved employees, their representatives, and all witnesses will be given reasonable time off without loss of pay, vacation or other time credits for the purpose of presenting grievances.

5. Grievances- Non-Appealable to Civil Service Commission

The grievance procedure is not intended as a means of appealing actions under the jurisdiction of the Civil Service Commission.

ARTICLE EIGHT

GENERAL PROVISIONS

I. WAIVER PROVISION ON BARGAINING

Except as specifically provided for in this MOU or by mutual agreement in writing during the effective dates of this document, the Union hereby agrees not to seek to negotiate or bargain with respect to any matters pertaining to rates, wages, hours, and terms and conditions of employment covered by this MOU.

II. EMERGENCY WAIVER PROVISIONS

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances as determined by management, the provisions of this MOU which restrict the City's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is over, the Union shall have the right to meet with the City regarding the impact on employees of the suspension of these provisions in this MOU.

III. SEVERABILITY PROVISION

A. MOU Remains in Full Force and Effect

Should any article, section, subsection, subdivision, sentence, clause, phrase or provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect for the duration of this MOU.

B. Successor Provision

In the event any provision shall have been found to be inoperative, void or invalid as aforementioned, the City and the Union shall, upon the request of either party, meet and confer in an effort to agree upon a successor provision.

IV. PROVISIONS OF MOU

A. The provisions of this MOU shall supersede all prior agreements and Memoranda of Understanding, oral or written, expressed or implied, between the parties, and shall govern the entire relationship of any and all rights or claims which may be asserted hereunder or otherwise. This MOU is not intended to cover any matters preempted by Federal or State law or City Charter.

B. Civil Service and Glendale Water & Power Rules and Regulations

1. It is understood and agreed that there exist within the City, in written form, Civil Service and Glendale Water & Power Rules and Regulations.

2. Except as specifically modified by this MOU, these rules and regulations and any subsequent amendments thereto, shall be in full force and effect.
3. Before any new or subsequent amendments to these Civil Service and/or Glendale Water & Power rules and regulations which, directly affect wages, or significantly alter hours, and terms and conditions of employment, are implemented, the City shall meet and confer with the Union regarding such changes.
4. Nothing provided herein shall prevent the City from implementing such rules and regulations provided it has met with the Union as required.

V. AMENDMENTS TO MOU

The provisions of this MOU can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the designated representatives of the City and the Union.

VI. RESOLUTION OF IMPASSE

Should MOU negotiations result in impasse both the City and the Union shall follow the impasse procedures as outlined in current State law. If, within five (5) days of the declaration of impasse the parties mutually agree to mediation, they shall participate in a mediation with an agreed upon mediator or one selected by the State Mediation and Conciliation Service which is part of the Public Employment Relations Board.

VII. TERM OF MEMORANDUM OF UNDERSTANDING

The term of this MOU shall commence on July 1, 2015 and terminate June 30, 2019.

VIII. RATIFICATION AND IMPLEMENTATION

A. Acknowledgment

The City and Union acknowledge that this MOU shall not be in full force and effect until ratified by the Union and adopted in the form of a resolution by the City Council.

B. Ratification

Subject to the foregoing, this Memorandum of Understanding is hereby ratified by the authorized representatives of the City and Union and entered into on this 21st day of July 2015.

APPENDIX "A"
CITY OF GLENDALE
International Brotherhood of Electrical Workers Local 18 - Unit 40
As of June 30, 2015

A. DESIGNATED CLASSIFICATIONS

The following are the City of Glendale's International Brotherhood of Electrical Workers Local 18 - Unit 40 classifications:

Electrical Helper
Electrical Line Mechanic
Electrical Line Mechanic Apprentice
Electrical Line Mechanic Supervisor I
Electrical Mechanic Assistant
Electrical System Dispatcher
Electrical Test Assistant
Electrical Test Technician I
Electrical Test Technician II
Line Clearance Forestry Supervisor I
Line Clearance Forestry Technician
Power Line Truck Operator
Power Plant Auxiliary Operator
Power Plant Control Operator
Power Plant Control Operator Apprentice
Power Plant Mechanic
Power Plant Mechanic Apprentice
Power Plant Mechanic Assistant
Power Plant Mechanic Helper
Power Plant Operator
Power Plant Technician
Principal Water Quality Specialist
Senior Electrical System Dispatcher
Senior Electrical Test Technician
Senior Power Plant Mechanic
Senior Power Plant Technician
Senior Water Facilities Operator
Senior Water Meter Repairer
Senior Water Quality Specialist
Senior Water Quality Technician
Senior Water System Mechanic
Station Electrician
Station Electrician Supervisor I
Station Electrician/Operator Apprentice
Station Electrician/Operator
Station Electrician/Operator Supervisor I
Transformer Shop Supervisor

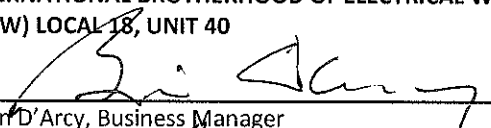
Transformer Shop Technician
Underground Distribution Construction Mechanic I
Underground Distribution Construction Mechanic II
Underground Distribution Construction Supervisor I
Utility Building Repairer
Utility Equipment Operator I
Utility Equipment Operator II
Utility Maintenance Worker
Utility Welder
Water Facilities Operator
Water Meter Repairer
Water Quality Aide
Water Quality Specialist
Water Quality Technician
Water System Apprentice
Water System Equipment Operator
Water System Helper
Water System Mechanic
Water System Supervisor I

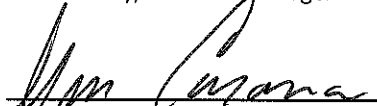


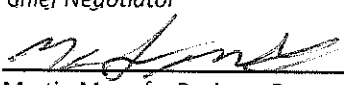
International Brotherhood of Electrical Workers (IBEW) Local 18, Unit 40
Memorandum of Understanding
July 1, 2015 – June 30, 2019


Parties to the
Agreement

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
(IBEW) LOCAL 18, UNIT 40


Brian D'Arcy, Business Manager


Gys Corona, Senior Assistant Business Manager
Chief Negotiator

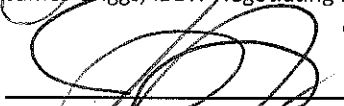

Martin Marrufo, Business Representative


Michael Earl, IBEW Negotiating Member

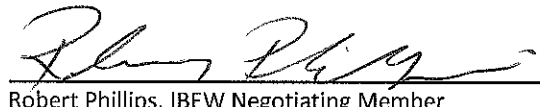

Ruben Gomez, IBEW Negotiating Member


Trevor Gonzalez, IBEW Negotiating Member


James Griggs, IBEW Negotiating Member

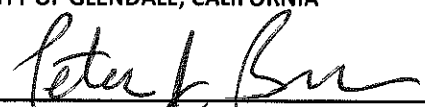

Jorge Guzman, IBEW Negotiating Member



Oscar Montana, IBEW Negotiating Member

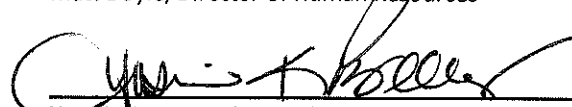

Robert Phillips, IBEW Negotiating Member

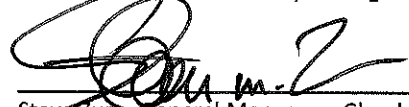

Jose Villanueva, IBEW Negotiating Member

CITY OF GLENDALE, CALIFORNIA



Peter J. Brown, Chief Negotiator, Attorney for City of Glendale



Matt Doyle, Director of Human Resources


Yasmin Beers, Assistant City Manager


Steve Zurn, General Manager – Glendale Water & Power


Bob Elliot, Director of Finance

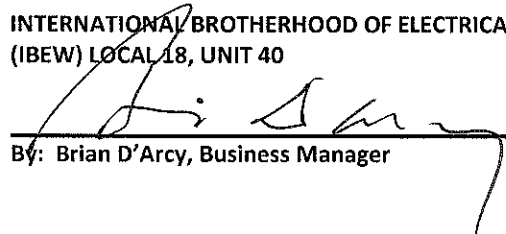

Ramon Abueg, Chief Assistant General Manager – Glendale Water & Power


Mike DeGhetto, Assistant General Manager – Glendale Water & Power


Steve Nersisyan, Departmental Human Resources Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 21st day of July 2015.

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
(IBEW) LOCAL 18, UNIT 40


By: Brian D'Arcy, Business Manager

CITY OF GLENDALE, CALIFORNIA


By: Scott Ochoa, City Manager

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